UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

JEANNIE K. MAY,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**No. 4:14-CV-578-TCM**
	)	
NATIONSTAR MORTGAGE, LLC,	)	
	)	
Defendant.	)	

JURY TRIAL
VOLUME 1

BEFORE THE HONORABLE THOMAS C. MUMMERT III
UNITED STATES MAGISTRATE JUDGE

NOVEMBER 16, 2015

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(Produced by computer-aided mechanical stenography.)

INDEX

Voir Dire
Examination by the Court . . . . Page 3
Examination by Mr. Humphreys . . . . Page 12
Examination by Mr. Tillotson . . . . Page 23

Jury Instructions . . . . Page 51

Opening Statement by Mr. Wallace . . . . Page 59
Opening Statement by Mr. Tillotson . . . . Page 78

Witnesses:

Video Deposition of Caroline Agyeman . . . . Page 98
Video Deposition of TaSharra Nance . . . . Page 99

(The following proceedings were held within the hearing and presence of the jury panel.)

THE COURT: Okay. Good morning, ladies and gentlemen. My name is Tom Mummert. I am the Judge that's going to be presiding over this trial over the next week or so, and my job first off is to have you seated in the proper spots. So I'm going to have you -- would you please follow the directions of the Deputy Clerk, Ms. Long. She'll tell you where to sit so we know where you are when we're asking you questions.

(Jury panel seated.)

THE COURT: Okay. Now that we have you all seated again, I'm going to have you stand up to be sworn in or have our affirmation read to you. Thank you.

(Jury panel sworn.)

THE COURT: Thank you, folks. You can sit down.

All right. Well, what I know about you so far is you've had jury orientation with my friend, Judge Fleissig, and if nothing else, Judge Fleissig is thorough. So probably I don't even have to talk to you about what's going to happen next because I'm sure she did it in great detail, but we're going to do it anyway because that's what we do.

For starters, this is a civil trial. It's not a criminal trial. So nobody is going to be trying to convict somebody or put somebody in jail. This a civil matter between an individual and a company, which you'll hear more about in a little bit.

The first thing we do in every jury trial, whether it be civil or criminal, is something called voir dire. That's what's going to happen next. That's really the jury selection process. The whole point of this is to end up with a fair and impartial jury for both sides. So the lawyers are going to be asking you questions. I'm going to ask you some questions before they begin, and we're not really looking to argue with you. We're not looking to change your mind. We just want to know what you feel about a particular issue as the lawyers ask it. It's really that simple. So all we're asking you to do is to be candid in your answers. It's not a test. There's no right answer. There's no wrong answer. The answer we're looking for is simply what you think and what you feel about the question as it's asked.

When in doubt, answer the question. If you're not sure that the question asked is meant for you, just go ahead and answer it. If it's not something we need, we'll discard it and don't have to worry about it. I tell you that because there are cases that go through this process, a trial, and a juror withholds pertinent information. The case goes all the way through the trial, goes up to the appellate court, and it comes back reversed, having to be retried a second time because a juror withheld pertinent information. So we'd rather have a little more from you than not enough. It's as simple as that.

If there's any questions that the lawyers ask you that you feel embarrassed to answer or you really don't think you want to share it with the rest of the people in the courtroom, that's understandable. It happens all the time. We'll ask you to come over here to what we call the sidebar. It's really just the side of the table here or the bench, and the lawyers, myself, and the court reporter will hear you without you having to share it with everybody in the courtroom.

The -- during the voir dire, when the lawyers start asking you questions and when I ask you a few questions, we're not going to get into the facts. The lawyers aren't permitted to get into the facts of the case at this stage of the proceeding. It is not the time for the facts. You'll get into that if you become a juror on the case.

The -- I would ask you to put your cell phones on vibrate or silent. That would be helpful. It's always embarrassing to have your phone go off when you don't expect it to.

The -- you know, getting back to the questions that I ask and the lawyers are going to ask, when you're asked a question, we'd ask you to speak loud enough for -- the lawyers need to hear you. Their clients need to hear you. I need to hear you, and probably most importantly, the lady in front of me, the court reporter, has to hear you. She has a statutory duty to take down in a court, in a trial, every single word that is said. So if she can't hear you, she's going to yell at you, and you're going to have to say it loud, and your efforts to be shy just aren't going to work. So say it loud enough so we can hear it one time, and we'll try not to bother you too much with it.

When we take a break -- and we'll take a break after the lawyers finish their voir dire. They have a limited amount of time to ask you questions. We should be done within the next 40 or 50 minutes, and you'll take a break. When that occurs and you're out in the hallway or wherever you are, wherever Carol takes you, you need to avoid the folks that are in court. Just look around and make sure you stay away from these people. They are not permitted to talk to you. You're not permitted to talk to them for obvious reasons. It just doesn't -- even if you're talking about the crappy weather, it's just not -- it doesn't look good. Right? So we'd appreciate that.

Finally, the length of the trial. I told you to begin with I think this trial is going to last all week. You never know. It's not a science. It certainly is not going to go into next week because I have a full docket next week and we can't do that. So we'll get it finished as quickly as we can without disrupting the rights of either side, but I tell you, if you're on a jury -- I just finished a seven-day trial last week, and you're going to be working hard. We're going to move it along and make sure that we're not taking lots of breaks. We'll take appropriate breaks, and I won't waste your time. I'll try to keep the lawyers moving and keep the case going so that we're not just dillydallying around. Okay.

And also, you're going to be -- I'll read this to you -- an instruction for the jurors that end up in the case, but you'll be allowed to -- we'll give you a notepad to take notes, and for those young people who don't know, this is a pen. We aren't -- we're not going to give you one of these guys, so you'll have to actually write something down. All right. I think that covers it.

Let me ask you a few questions. Let me do this first. Let me read to you what this case is about. This is what -- something the lawyers prepared for me to read to you.

Plaintiff Jeannie K. May contends that Nationstar -- the name of the case, I should state, is Jeannie K. May versus Nationstar Mortgage, LLC. Ms. May contends that Nationstar failed to fulfill its statutory obligations under the Fair Debt Collection Practices Act, Real Estate Settlement Practices Act -- Procedures Act, the Missouri Merchandising Practices Act, and the Fair Credit Reporting Act in its servicing of Ms. May's account, including credit reporting, its handling of disputed credit reports, its application of payments, rejection of payments, notice of foreclosure, efforts to collect amounts that Ms. May claims were not owed, and its handling of her inquiries and disputes regarding her account. Ms. May also contends that the efforts to collect were an invasion of her privacy and the publication of a foreclosure sale date in the local newspaper was slander of title.

Nationstar denies that it's committed all of the alleged acts by Plaintiff. Nationstar does acknowledge that it made some errors in servicing Plaintiff's mortgage loan but contends that this is -- that that is actions regarding Plaintiff's -- that its actions regarding Plaintiff were undertaken in good faith and that any such errors were unintentional and were ultimately corrected. As a result, Nationstar -- Nationstar disputes Ms. May's claims and denies that she has been damaged in the manner that she alleges.

So that's what the lawsuit is about.

I'm going to ask you a few questions, and we'll -- not very many. Not very detailed questions. Just broad questions about your prior jury service to begin with. And I'm going to do the back row first. Let me -- raise your hand please in the back row if you have actually served on a jury, where you went and reached some sort of a verdict or maybe you didn't reach a verdict but you actually served on a jury, went

back and started deliberating. In the back row, anybody?
The front row, anyone? Front row?
JUROR #11: (Raises hand.)
THE COURT: Okay. That is Ms. Connelly?
JUROR #11: Right.
THE COURT: Ms. Connelly, did you actually serve on a jury?
JUROR #11: Yes, I did.
THE COURT: I'm not going to ask anybody what the result was. I'm not looking -- I don't care what the result was. That's information we don't want actually, but I want to know; did your jury reach a verdict?
JUROR #11: Yes, we did.
THE COURT: Was it a civil case or a criminal case?
JUROR #11: Civil.
THE COURT: Where was it? You live --
JUROR #11: St. Louis County.
THE COURT: St. Louis County. Were you the foreperson of the jury?
JUROR #11: No, I was not.
THE COURT: Okay. About how long ago was this?
JUROR #11: A couple years.
THE COURT: Okay. Anything about that service that makes you feel that you could not be a fair and impartial juror in this particular case?

JUROR #11: No.
THE COURT: Thank you, Ms. Connelly.
Anybody else in that first row?
All right. And the three folks sitting in the chairs back there? Anybody serve?
JUROR #18: (Raises hand.)
THE COURT: Okay. That's Ms. Michalek.
JUROR #18: Michalek.
THE COURT: Michalek. Thank you. Ma'am, did you serve in a jury case?
JUROR #18: Yes.
THE COURT: And you live in the city?
JUROR #18: Yes.
THE COURT: So I bet you served on more than one jury.
JUROR #18: Just -- just --
THE COURT: Just the one?
JUROR #18: I've been called more than once, but I only served once.
THE COURT: Okay. Good. Ma'am, my wife's on that two-year plan. She gets called every two years whether she likes it or not.
JUROR #18: Yes.
THE COURT: At any rate, you actually deliberated in the case?

JUROR #18: They settled before --
THE COURT: While -- okay. While the -- before you deliberated or while the case was going on?
JUROR #18: While it was -- right when it was going on.
THE COURT: Okay. So you never got back to the jury room to start deliberating?
JUROR #18: No.
THE COURT: Okay. Anything about that trial that would make you feel that you couldn't be fair in this particular case?
JUROR #18: No.
THE COURT: I forgot to ask you; was that a civil case or a criminal case?
JUROR #18: Civil.
THE COURT: All right. Thank you.
All right. I think that concludes that part of what I was asking. Very simple.
Let me introduce the lawyers and make sure I've got them right. Ms. May is represented by Robert Humphreys. Mr. Humphreys, will you stand up.
Mr. Lucius Wallace. Mr. Wallace.
And Mr. Healey is not here right now.
Okay. And that's, obviously, Ms. May, which the lawyers will -- you can stand up, Ms. May. Thank you. And

the lawyers will have a chance to talk to you a little bit after I finish here.

Nationstar is represented by Jeffrey Tillotson.

MR. TILLOTSON: Yes, Your Honor.

THE COURT: Am I pronouncing --

MR. TILLOTSON: Tillotson.

THE COURT: Tillotson. I'm sorry. Thank you.

Mr. Ben Barnes.

And Ms. Amy Breihan.

Thank you, folks.

And they will have a chance to introduce their clients to you also. That was quick and painless, I thought. Damn it.

All right. We're going to go on to have the Plaintiff's lawyer begin his voir dire. So you may begin.

MR. HUMPHREYS: Good morning. How is everybody feeling this morning? This is the hardest part of the trial for me. It's a little vulnerable feeling. I don't know any of you. You don't know me. I'm sitting here, almost standing over you, with a tie on. Does anybody feel like it's cross-examination? Nobody here is being cross-examined. I'm just here to ask you a few questions about things that are going to -- you're going to hear about in this case and see if you've had an experience similar to that maybe in your life -- in your work life, your home life -- that brings something up for you that maybe this wouldn't be the best case for you to sit on. So I'm going to tell you -- I'm going to take this one step further than the Judge did also. You don't have to answer a question. You're not on trial. Just tell me that, "I don't want to get into that," and I'll understand. Okay. You don't have to go to the sidebar and spill your guts or whatever. So let's get started here.

This is a case about mortgage servicing, and I have a feeling that we have at least one person who knows a little bit about mortgage servicing. Does anybody know -- besides Ms. Beauchamp -- what mortgage servicing is?

JUROR #6: (Raises hand.)

JUROR #12: (Raises hand.)

JUROR #17: (Raises hand.)

MR. HUMPHREYS: Mr. Haight, did I get that right? My handwriting is horrible.

JUROR #6: Haight.

MR. HUMPHREYS: Haight. Mr. Haight. I apologize. Yeah. So what is your understanding of mortgage servicing?

JUROR #6: Servicing of mortgages -- billing, escrow, you know, figuring out the escrow at the end of the year.

MR. HUMPHREYS: Okay. How do you know about it?

JUROR #6: I -- I received my NMLS license about three months ago.

MR. HUMPHREYS: I'm sorry?

JUROR #6: I received my mortgage license about three months ago.
MR. HUMPHREYS: Okay. All right. Do you sell mortgages?
JUROR #6: Yes.
MR. HUMPHREYS: Okay. Is that something you're currently doing right now?
JUROR #6: Yes.
MR. HUMPHREYS: What did you do before that?
JUROR #6: I've done the same thing for about 18 years. I'm a State Farm agent.
MR. HUMPHREYS: Okay. Okay.
JUROR #6: I just received my mortgage license to complement the other products we offer.
MR. HUMPHREYS: Okay. Do you feel like your experience would make -- would you be comfortable sitting on this jury in judgment of a homeowner --
JUROR #6: Sure.
MR. HUMPHREYS: -- with your experience? Nothing about what you see in your work would cause you any concerns?
JUROR #6: No, not at all.
MR. HUMPHREYS: Okay. Have you ever seen a mortgage servicer get it wrong, just totally foul up an account?
JUROR #6: I've only been doing it for three months, so I haven't personally seen it, no.

MR. HUMPHREYS: Okay. This may be something you don't want to answer, Ms. Beauchamp, but have you ever seen a mortgage servicer -- you don't have to talk about your work or anything, but have you ever seen an account get really fouled up?

JUROR #10: Yes.

MR. HUMPHREYS: How did that happen?

JUROR #10: Depends on the circumstances of the account.

MR. HUMPHREYS: Okay.

JUROR #10: There's -- it happens, yes.

MR. HUMPHREYS: Okay. Do you feel like Citi has procedures in place to listen to borrowers when their account is fouled up and to take the next step and figure out what the problem is?

JUROR #10: Yes. We always listen to the customer.

THE COURT: Okay.

JUROR #10: Always.

MR. HUMPHREYS: Okay. So can you give me an idea of how long -- do you actually work with borrowers?

JUROR #10: No, not any longer, no.

MR. HUMPHREYS: Okay. But that sounds like something you --

JUROR #10: I worked corporate relocation claims. So high-end executives moving, transferring around the world and

the area.
MR. HUMPHREYS: Okay. Thank you.
Has anybody here ever heard of Nationstar Mortgage servicing?
JUROR #10: (Nods head up and down.)
MR. HUMPHREYS: Okay. Ms. Beauchamp, I see you shaking your head.
Anybody else heard of Nationstar?
Do you work with Nationstar? Or excuse me. Do you know if Citi works with Nationstar?
JUROR #10: No.
MR. HUMPHREYS: You don't know?
JUROR #10: No. I mean I don't think we do.
MR. HUMPHREYS: Okay. Well, there's going to --
JUROR #10: I mean I've heard of Nationstar, but we don't -- I don't think we've worked with them.
MR. HUMPHREYS: Okay. Well, I should say --
JUROR #10: Too large of a company to --
MR. HUMPHREYS: Do you ever sell them loans or servicing rights?
JUROR #10: That part, I'm not on, so I'm not sure, to answer your question properly.
MR. HUMPHREYS: Okay. Well, there's going to be something put on in this case, I believe, that Citi had the loan before and transferred it to Nationstar.

JUROR #10: Oh, okay.
MR. HUMPHREYS: Do you feel -- would you feel comfortable sitting in judgment of a case where there's a -- there's a role here and we're going to hear testimony about Citi?
JUROR #10: Yes, that would be fine.
MR. HUMPHREYS: Okay.
JUROR #10: Absolutely.
MR. HUMPHREYS: Even if there was a claim that Citi did something wrong?
JUROR #10: Yes. That would be fine.
MR. HUMPHREYS: Okay. And has anybody on the panel ever worked in banking?
JUROR #17: (Raises hand.)
MR. HUMPHREYS: Okay. I'm sorry. Mr. -- Mr. Mattingly.
JUROR #17: I have not worked for a financial institution itself; however, my firm represents financial institutions on a regular basis.
MR. HUMPHREYS: Okay. And I figure you're an accountant.
JUROR #17: I'm a lawyer.
MR. HUMPHREYS: A lawyer. Okay. Do you see a conflict here?
JUROR #17: Not that I'm aware of at this moment.

MR. HUMPHREYS: Okay. In terms of a -- maybe not a formal ethical legal conflict but a --

JUROR #17: I don't see a conflict at this time, sir, either from a formal ethical legal obligation or a more informal bias standpoint.

MR. HUMPHREYS: Okay. All right. So you feel comfortable?

JUROR #17: Yes, sir.

MR. HUMPHREYS: All right. Thank you.

We're going to put on a case here, and at the end of it, we're going to ask you for something, and that something we're going to ask you for is called money damages. Nobody here -- we don't have the power to stop anything they're doing. We don't -- nobody's going to be given the power to suspend their license. No one's going to go to jail at the end of this case. The only thing you can do is determine if this lady has suffered any damages and award them if you feel like that's the right thing to do, and you can consider punitive damages also, which are a form of money damages as punishment to deter what we think is going on here.

Now, part of the case is going to involve emotional distress damages, damages for just being upset, having her feelings hurt, having anxiety.

And, Ms. Liu, you're an engineer?

JUROR #1: Yes. I'm actually a software engineer.

MR. HUMPHREYS: Okay. Well, that brings up another point here. You don't have to stand.

JUROR #1: Okay.

MR. HUMPHREYS: Does any of your business -- we're going to hear from a doctor who treated my client, and it's -- the doctor is Daniel J. Maestas. He's with Saint -- Mercy Health System, and he has a clinic on Olive Boulevard. I think the name of the clinic is Olivette. She's been seeing him for a number of years. He's her family doctor. Does anybody have any affiliations or connections to this particular physician or know who he is?

Okay. There's going to be some evidence about his medical records come into the case, and he uses a software system, apparently, to make notes on. Is that anything you have any familiarity with, Ms. Liu? It's medical billing software or medical recordkeeping software.

JUROR #1: No, I'm not.

MR. HUMPHREYS: Okay. Have you ever read your medical records before?

JUROR #1: No.

MR. HUMPHREYS: Has anybody here ever looked at your medical chart, read your records?

JUROR #15: (Raises hand.)

MR. HUMPHREYS: Okay. Ma'am. Yeah. Okay. Were they computerized records, electronic?

JUROR #15: Yes, they were electronic.

MR. HUMPHREYS: Okay. Did -- did you see in any of your charts "primary complaint," words to that effect, like what you were there for?

JUROR #15: Yes.

MR. HUMPHREYS: Did you -- did you recognize what he was talking about? He or she. Your physician.

JUROR #15: Yes.

MR. HUMPHREYS: Okay. And do you -- do you understand why a doctor would take notes?

JUROR #15: Yes. I work in the medical profession.

MR. HUMPHREYS: Okay. Which -- what is -- what is your understanding as to why a doctor would take notes?

JUROR #15: A doctor would take notes. It depends on what kind of note he's writing.

MR. HUMPHREYS: Say an office visit.

JUROR #15: Like an office visit, to keep a record of why the patient was there and what his plan of care was.

MR. HUMPHREYS: Okay. And have you ever seen that software take notes from the past visit and put them into the current visit?

JUROR #15: And pull them forward? I have seen software that does do that.

MR. HUMPHREYS: Okay. And we have a nurse. Thank you. We have a -- actually a nurse manager, it seems like.

JUROR #15: That's me.
MR. HUMPHREYS: That's you. Okay. All right. Is anybody else in the medical field? Ma'am, Ms. Tanner --
JUROR #9: Uh-huh.
MR. HUMPHREYS: -- I see you're a Registered Nurse. Do you work in a hospital setting?
JUROR #9: Yes.
MR. HUMPHREYS: Do you see hospital records that pull, extract information from charts or other records and bring it forward into other records, automate the process, if you will?
JUROR #9: The doctor's copy of the past history.
MR. HUMPHREYS: Okay. Thank you. What I was -- before I got off on that tangent there, I was talking about damages and emotional distress, and I know we have a couple of folks that are accountants and a couple of folks that are engineers, and I'm going to tell you that there is no formula, there's no computation, there's no science that will assist you in determining what a fair award is for emotional distress damages. How does that hit you, ma'am, Juror 2, Ms. Selsor? Is that all right? Are you up for that?
JUROR #2: Yes.
MR. HUMPHREYS: Okay. Does anybody think there's anything wrong or it's not a good idea that anybody should be given damages for any harm you feel they've suffered, you

believe they've suffered by proof, by evidence?

Okay. I'll take it that everybody doesn't have a philosophical problem with that idea, assuming you believe it's the right thing to do.

Okay. And what about damages for punishment? Does anybody think that's not a good idea, that we shouldn't have that in the law, that you shouldn't be allowed to think about that and consider it for yourselves?

If you serve on this jury, you're going to have the power, the power to render a just verdict here, to either say, "These are appropriate business practices, and we approve of them. Go ahead and keep doing what you're doing. We think that's great," or you can say, "I don't think this is appropriate. This is wrong." And you can by your verdict give her full compensation and punish them if you believe that's appropriate. That's a heavy responsibility. Is there anybody here that is not comfortable with that?

Who here thinks that if you went down to Jefferson City -- seven of you who are ultimately going to be picked to serve here -- who of you thinks that if you got in a van and drove down to the capitol that you could get a meeting and change things if you felt like you needed to? Is that going to happen? Do you understand that if you serve on this jury you're going to have the power within this state to either approve or disapprove of what is going on here?

Okay. Thank you, Your Honor. I have nothing further.

THE COURT: Thank you.

MR. HUMPHREYS: Thank you.

THE COURT: Yeah, I'm not sure --

MR. HUMPHREYS: Your Honor, one other thing.

THE COURT: Yeah, sure.

MR. HUMPHREYS: My apologies. I'm a lawyer in Oklahoma. So there's going to be some things that come up along this way here that it's going to seem a little strange probably, but the Court has given us permission to be here -- my partner and I -- and so forgive me if I -- if you catch an unfamiliar location or something like that. You'll probably see that along the way here.

Thank you, Your Honor.

THE COURT: Thank you.

Mr. Tillotson.

MR. TILLOTSON: Yes, Your Honor. Thank you.

I'm headed to the 21st century kicking and screaming with my iPad.

Good morning. My name is Jeff Tillotson, and I'm a lawyer on behalf of Nationstar Mortgage Servicing Company, and I will be representing the Defendant in presenting their case. With me today are two lawyers that work with me, Ben Barnes and Amy Breihan. And my paralegal, Keith Delany, over there will run the mechanics to bring up exhibits and make things move quickly for you. And then I have a representative of Nationstar, which is Mr. A.J. Loll, L-O-L-L. He's a vice president there. He is intimately familiar with this case and the facts, and you will hear him testify. Thanks.

I want to begin with first the same thing you've heard before. I'm going to be asking some questions about your thoughts and your attitudes and your experience. It is not designed to pry or get too far. It is really to help us and identify people who will be appropriate jurors. Everyone is a good juror. It's just some people maybe aren't the best jurors for a particular case for whatever their particular background may be. The easiest example that I think makes it clearest is people often aren't the best judge of their own children's schoolwork. They tend to give them, perhaps, better grades. So it's that kind of thing.

So with that, I want to start and first ask people -- obviously, this case involves a mortgage servicing company, which is Nationstar, and I know a couple of you have direct experience with that, and I want to ask just in general. First, I'm going to start with the first row if that's okay. Has anyone ever had a bad experience, an unpleasant experience with their mortgage company or their mortgage servicing company? Raise your hand if you've ever had anything that qualifies as "Made me unhappy."

What if I broaden the question? First, to the first row. Has anyone ever had a bad or unpleasant experience with a credit rating company? You were aware of your credit rating and didn't like it or made some complaint. Has anyone ever had anything like that?

How about the second row? Has anyone ever had a problem or an issue with their mortgage company, the mortgage servicing company? Raise your hand if you have.

How about with credit rating? If I ask that question, anyone have any problems?

JUROR #3: (Raises hand.)

MR. TILLOTSON: You have. Yes. First, tell me when the problem was just in general.

JUROR #3: A couple years ago, something was there that shouldn't have been on my credit rating.

MR. TILLOTSON: Okay. And how did you find out about it, if I might ask?

JUROR #3: When I applied for a car loan.

MR. TILLOTSON: Okay. And was it a true error? Did you figure out that they had put something wrong on there?

JUROR #3: Yes.

MR. TILLOTSON: And how did you handle it?

JUROR #3: Just by emailing the credit company.

MR. TILLOTSON: And did you get satisfaction or resolution of it?

JUROR #3: No.

MR. TILLOTSON: You did not?

JUROR #3: No.

MR. TILLOTSON: Did you ever figure out whose fault it was? Was it the credit rating people or someone else?

JUROR #3: Eventually, I just left it alone, but to me, it was still the credit company who put it falsely in my report.

MR. TILLOTSON: Okay. Involved in this case there are some issues about Ms. May's credit rating and some of the things that happened. Do you -- is there anything about your experience that might make you lean a little more towards someone who has a complaint with a credit rating agency?

JUROR #3: Not necessarily.

MR. TILLOTSON: Do you feel like you could fairly hear the facts and set aside whatever your personal experiences were and judge it based upon what happens here?

JUROR #3: Yes.

MR. TILLOTSON: Okay. Thank you for that.

Let me turn to the -- it's always nice to have a lawyer. You know now that the lawyers know what the jurors go through. Has any one of the three of you ever had a problem with a mortgage servicing company or a credit issue?

Okay. How about with -- on the first row -- with a bank? Has anyone ever had a dispute with a bank? They screwed up your account. They posted something wrong. Anyone have that?

How about the second row?

Okay. Let me start first with you. Raise your hands so I can just -- Juror #4, tell me; what was your issue or problem?

JUROR #4: I had two accounts with the bank, and I closed one account, and then two years later, some money was missing out of the second account, and it turned out that they had been crediting it to the first account that was closed.

MR. TILLOTSON: Okay. Who was the bank, if you mind me asking?

JUROR #4: Reliance Bank.

MR. TILLOTSON: Okay. You were able to get it solved or resolved?

JUROR #4: We did get it solved with a visit to the office.

MR. TILLOTSON: Okay. And how long did it go on for?

JUROR #4: About two weeks.

MR. TILLOTSON: Did you have to complain a lot?

JUROR #4: Umm, I didn't complain a lot. I just complained to the right person.

MR. TILLOTSON: Okay. All right. Now, I think you also said you had an issue. Tell me the bank first.

JUROR #3: Bank of America.

MR. TILLOTSON: Okay. And tell me what your problem was.

JUROR #3: Went to the bank and made a withdrawal from an ATM machine, but no money came out.

MR. TILLOTSON: Okay. That's annoying, isn't it?

JUROR #3: Strange.

MR. TILLOTSON: How did you -- how did you handle it?

JUROR #3: I had to wait a day to go to the bank because it was a weekend, and then I went to the bank, and they said that the money would be back in there the next day, but it turned out it wasn't.

MR. TILLOTSON: Okay. And did you ultimately get resolution of it?

JUROR #3: Eventually, yes.

MR. TILLOTSON: And how long did it take?

JUROR #3: Two days.

MR. TILLOTSON: Were you frustrated or angry?

JUROR #3: Both.

MR. TILLOTSON: Did you write or make any complaints to them about it?

JUROR #3: No.

MR. TILLOTSON: Okay. What about just in general? Let me broaden it.

Thank you for that. I appreciate you for sharing.

In the first row, has anyone ever had a serious dispute with a business or a company? A product you bought or some problem with your billing issue? Anyone on the first row ever had that issue?

JUROR #12: (Raises hand.)

MR. TILLOTSON: Yes, sir. Please, if you will, tell me just a little bit about the experience.

JUROR #12: It was with Charter, and basically, they had -- I'm trying to remember exactly how this went. I was using my own router, and they claimed that it was their router and -- but never sent me any indication that they had missed it or whatever, and they -- they basically seriously screwed it up, and they were getting ready to turn me over to a credit agency.

MR. TILLOTSON: Okay. How did you resolve the issue, if you did?

JUROR #12: I spent about three hours on the phone with one of their lawyers.

MR. TILLOTSON: Okay. And how long did it take to resolve it?

JUROR #12: About at least a month.

MR. TILLOTSON: Okay. And did you ultimately get it resolved?

JUROR #12: Yes.

MR. TILLOTSON: And was there any exchange of anything other than fixing the problem?

JUROR #12: No.

MR. TILLOTSON: Okay. This is going to involve an issue with problems with Ms. May's mortgage loan and complaints that we made mistakes and that we didn't act fast enough. Is there anything about your experience that you think may color your view of judging someone else's particular problem?

JUROR #12: Not at all.

MR. TILLOTSON: Okay. I don't know if I missed someone else's hand on the front row. Anyone else?

How about the second row? Did anyone ever have a serious dispute or problem with a company, a product you bought, a billing issue, anything like that?

Okay. Finally, the three of you, ever had problems or issues? Yes.

JUROR #17: Yes, sir.

MR. TILLOTSON: What is it that you had a problem with?

JUROR #17: I had a dispute with what was marketed as a maintenance-free deck; however, it had significant mold growth.

MR. TILLOTSON: Okay. How did you resolve it? You're a lawyer, so it may be unfair, but how did you resolve it?

JUROR #17: I sent it to my lawyer who threatened litigation.

MR. TILLOTSON: Did that get the problem resolved?

JUROR #17: Yes, it did.

MR. TILLOTSON: Okay. Thank you for that. Is there anything about that experience you think would make it difficult for you to judge the facts in this case?

JUROR #17: No, of course not.

MR. TILLOTSON: Okay. Thank you for that.

Let me turn and ask about customer service because the facts in this case are going to deal with Ms. May's loan and how we handled it, and I'll just tell you upfront, so everyone knows, because I'm going to be as candid with you as I can. We made mistakes. We made mistakes on her account, and we're going to try and show you that they were unintentional, made in good faith, and that we ultimately fixed them, and that's one of the reasons why we're here today to talk about that. Let me now give you sort of a little bit more about what's going on in the case.

In the front row, has anyone ever had a problem or an unhappy experience with customer service at a business or a company? Raise your hand if you think you've been unhappy.

How about the second row? Anyone ever had a problem with customer service, not felt that they were responsive or attentive?

Yes, ma'am. Ms. Liu, if you'll tell us about your experience.

JUROR #1: It was also with Charter. We just moved to the new house and start account service. We installed a router, and they installed to the wrong place, and they -- after I tell them, they said okay, probably they will charge us 30 dollars for that. I say that's fine, but when I actually make an appointment over the -- they come again, come to our house to move the router again, and they said, "Okay. Within three days, you shouldn't pay the installing fee." I said that's fine, but they still charging me about the installing fee. I called several times. I called the supervisor, and the -- the issue is still not resolved yet. They said -- I asked them, "If you have tape -- because this is customer service, you should have a tape, what the representative told me. You should pull the tape and see what they say." They say, "Okay. We just found the tape but not exactly the date you ordered that service."

MR. TILLOTSON: Okay.

JUROR #1: I say, "Well, if you cannot find the tape, that's not right because you found the day before and the aft, but why you cannot find exactly date when I place the order."

MR. TILLOTSON: Okay.

JUROR #1: But right now they still bill me for the installing fee, but I cannot pay that.

MR. TILLOTSON: It has not been resolved?

JUROR #1: No. And though they call me again, I'm just waiting because every month they charge me the certain fee, installing fee, but I don't pay that. I just pay the service fee. So it's still going on.

MR. TILLOTSON: Okay. Is there anything about your personal experience that you think might make you lean one way or another in this particular case in judging a different customer service dispute?

JUROR #1: Well, actually, I had a bad experience with Charter customer service for like two years.

MR. TILLOTSON: Okay.

JUROR #1: So I just wait. For this time, I just wait until what they say. I know that won't be usual. Don't have a full account, so there's still outstanding balance. I'm just waiting for them because I ask them for several times to pull the tape when the reps told me I shouldn't pay the installing fee, and they cannot get it. I'm just waiting.

MR. TILLOTSON: I'm the -- I'm the person defending the customer service company. In your mind, am I starting off a little behind because you've had a bad experience with other customer service? Do you feel I'm a little bit behind even though you don't necessarily know what happened in our case here?

JUROR #1: Yeah.

MR. TILLOTSON: Okay. That's fair enough, but tell me. I really appreciate everyone's honesty. That's the point of this process. There's no right or wrong answer. So I appreciate that very much.

Okay. Anyone else had a bad experience with customer service? Yes, sir, #8.

JUROR #8: Anthem Blue Cross. Still having a problem with bills getting paid. Go through Tier 1. Go through Tier 2. Every time, they say, "Oh, yeah, we see the problem. We're going to take care of it. We're going to resubmit it." Resubmit it. Don't pay it.

MR. TILLOTSON: Okay. How long has it been going on for?

JUROR #8: A year and a half.

MR. TILLOTSON: And no resolution even as of today?

JUROR #8: No resolution as of right now.

MR. TILLOTSON: Okay. Now, with respect to your particular dispute, is there anything about that that you think might make you lean one way or another in this case involving a customer service dispute?

JUROR #8: No. It just makes me realistic about customer service.

MR. TILLOTSON: Okay. And you can set aside your own particular issues and, I guess, hear the facts of this case and decide on it? Thank you very much for that.

Anyone else that I missed in the back row?

Okay. Yes.

JUROR #3: I work in customer service, and so I provide it, but I've also experienced bad things in regards to customer service. Just -- just, you know, it could be anything, I mean, that you experience. A phone call, particularly, for me to a company in regard to a computer that I purchased.

MR. TILLOTSON: Okay. So do you -- are you actively involved in customer service now?

JUROR #3: Yes.

MR. TILLOTSON: There's going to be in this case hearing some phone calls of our customer service people because, you know, you've all heard when you talk to people that they're being recorded. Is there anything about your personal experience working in customer service that may affect your ability to be impartial in this particular case?

JUROR #3: I mean I can't really answer yes or no. I'm not sure.

MR. TILLOTSON: Okay. Do you tend to be more critical of other customer service people because you've done it yourself and you hold them maybe perhaps to a different standard than others might?

JUROR #3: No. I can't say that.

MR. TILLOTSON: Okay. Let me -- thank you very much for that.

How about over here? The three. Any problems or issues with customer service?

Okay. Let me ask. I notice there was two, I guess, nurses on here, and one of the issues in the case -- obviously, all lawsuits can be about compensation and money, and one of the issues here is emotional distress and a claim for damages for emotional distress. First, has anyone on the front row ever been involved in or made a claim for mental anguish or emotional distress or had a close friend or relative in any particular lawsuit on that?

All right. How about on the back row? Has anyone ever been -- either yourself or a family member or a friend -- ever been involved in pursuing or making a claim for mental anguish or emotional distress?

And finally over here, the three of you?

Okay. Let me ask for the two nurses first. Have you ever been involved in -- for any of the medical professional people, have you ever been involved in treating anyone or handling anyone with respect to a claim of anxiety? So one of the cases here is going to involve a claim of anxiety and a treatment to a physician and whether or not -- you know, what the circumstances of that were. Have you ever been involved or dealing with that?

JUROR #15: No. I do neonatal and pediatric nursing.

MR. TILLOTSON: Okay.

JUROR #15: So dealing with anxious parents.

MR. TILLOTSON: Okay.

JUROR #15: And along with the customer service side is making sure they're getting all their questions answered.

MR. TILLOTSON: Do you do that in person, or is there phone work involved?

JUROR #15: We don't do follow-up phone calls right now, but I do it in person in rounds as a customer satisfaction issue.

MR. TILLOTSON: Okay. All right. Is there anything about that experience that you think may impact your ability to hear the facts in this case and be impartial?

JUROR #15: No.

MR. TILLOTSON: Okay. And by the way, when I say "impartial," there's no problem in saying, "No. I have a personal experience. I might see things somewhat" . . .

How about from Ms. Beauchamp? Anything about your experience?

JUROR #10: I'm not a nurse.

MR. TILLOTSON: Oh, I'm sorry. I apologize.

JUROR #10: Nope. You're fine.

MR. TILLOTSON: I do this with you guys, and then I turn it in, so --

JUROR #10: No. It's okay. You are fine.

MR. TILLOTSON: -- I'm like the world's worst at this, so I apologize.

So you are; is that right?

JUROR #9: (Nods head up and down.)

MR. TILLOTSON: Okay. I apologize. Have you ever had or been involved in any treatment of anxiety or any kind of a claim for mental stress?

JUROR #9: Most adults that come into the hospital have anxiety.

MR. TILLOTSON: Okay. Anxious about their condition or their treatment?

JUROR #9: Anxiety in general.

MR. TILLOTSON: Okay. So you see it all the time?

JUROR #9: Yeah.

MR. TILLOTSON: Do you ever -- have you ever been involved in treating someone who has come there not because they're sick and they're anxious about it, but their illness is anxiety? "I'm constantly anxious." Does it ever get to that level for you?

JUROR #9: Yeah, sometimes. If they're not medically cleared, they'll come to us because I work on a medical floor. So they'll come to us first before they go to psych.

MR. TILLOTSON: Okay. Is there anything about your personal experience in the -- that may make you lean one way or another in judging a claim for emotional distress based on anxiety here?

JUROR #9: Maybe. I have anxiety myself. I --

MR. TILLOTSON: I mean I -- it's a common condition for lots of people for lots of reasons, I take it, but you've never been involved in just treating someone for anxiety of itself?

JUROR #9: No.

MR. TILLOTSON: Okay. Thank you.

Let me ask you some specific questions now as the time winds down. I'm going to start in the back row.

Ms. Selsor, I notice you're an accountant. What kinds of things do you do? Do you actually handle books and records, or what kind of specific --

JUROR #2: I create invoices and pay invoices.

MR. TILLOTSON: Okay. And do you work mostly off a computer, or is it largely a paper-driven job still?

JUROR #2: Computer.

MR. TILLOTSON: Okay. And for the energy companies, the ARs and the accounts payables, that kind of stuff?

JUROR #2: Not the receivables side. Just the payables side.

MR. TILLOTSON: Okay. All right. And then I want to talk -- is it Ms. Rangel?

JUROR #4: Uh-huh.

MR. TILLOTSON: Tell me what you do. I have here you're working with -- is it UniGroup Relocation?

JUROR #4: Yeah, yeah.

MR. TILLOTSON: Tell me the kinds of things you do for them.

JUROR #4: I make arrangements to move household goods and vehicles on an international basis.

MR. TILLOTSON: Okay.

JUROR #4: So I do a lot of customer service. I do a lot of logistics, and I'm the team lead, so I help the other team members.

MR. TILLOTSON: Okay. The moving business seems like it might be something where from time to time you have customer complaints; they're mad about this or mad about that. Is that --

JUROR #4: From time to time.

MR. TILLOTSON: Is that fair? All right. And are you involved in hearing those or trying to resolve those?

JUROR #4: Absolutely. Every day.

MR. TILLOTSON: Okay. And are there -- do you guys have policies and procedures for how you handle things there?

JUROR #4: Oh, sure, yeah.

MR. TILLOTSON: Okay. And so you've seen the dynamic of angry customers --

JUROR #4: Sure.

MR. TILLOTSON: -- and trying to resolve them. I guess sometimes it's the moving company's fault maybe. You don't have to say that too loud if you don't want to. Okay. Is there anything about your experience you think that might make you lean one way or another in this particular case?

JUROR #4: No.

MR. TILLOTSON: Okay. All right. And then, Mr. Deep, I think you're a mechanic. Is that correct?

JUROR #5: Aircraft mechanic.

MR. TILLOTSON: Aircraft mechanic. Okay. And is it -- can you tell me where your -- sort of just in general your responsibilities? I mean, is it supervisory level, manage a team? Tell me what you do.

JUROR #5: Mechanic on a flight ramp. Fighter jets.

MR. TILLOTSON: Okay. Got it. All right.

And then, Mr. Haight, I think you now just got your mortgage license, and have you done any business at all with Nationstar in the three months that you've done it?

JUROR #6: No.

MR. TILLOTSON: Are you familiar with who they are, though?

JUROR #6: No.

MR. TILLOTSON: Okay. By the way, I should ask that. We've asked about Nationstar. Does anyone know me or anyone involved on my team at all? Any connection?

Yes. You know us?

JUROR #17: I know someone --

MR. TILLOTSON: Okay. Yeah.

JUROR #17: -- who I believe is involved with your team.

MR. TILLOTSON: Through the legal -- through the legal community?

JUROR #17: That's right.

MR. TILLOTSON: Great. I always say if you want to be humbled ask a group of people if anyone knows you, right, and you get a lot of looks like, "No, and why should I?" So fair enough.

JUROR #17: I believe my -- well, my firm retained a member of your team.

MR. TILLOTSON: Okay. Is there anything about that experience that might impact you in any way in this case?

JUROR #17: No, sir.

MR. TILLOTSON: Got it. Okay.

And then, Mr. Smiley; is that right?

JUROR #7: Correct.

MR. TILLOTSON: You are listed as a crisis manager. Can you tell me what that means, what that involves?

JUROR #7: Well, I spent 29 years with the St. Louis County Police Department. I recently retired from there, and I work for Ameren. Senior leadership.

MR. TILLOTSON: Okay. And by "crisis," tell me the kinds of things you're talking about.

JUROR #7: Well, anything. We're prepared for cyber attack, large-scale incidents that may impact large segments of our infrastructure.

MR. TILLOTSON: Okay. And do you -- do you -- are you involved in the public relations aspect of it, or are you involved in the security part of it?

JUROR #7: Only in preparing them to handle that.

MR. TILLOTSON: And how to handle what may be the ensuing publicity from any kind of attack? Okay.

THE COURT: Mr. Tillotson, you only have a couple minutes left.

MR. TILLOTSON: Your Honor, I'm going to wrap up. Thank you for the -- I want to -- is it Mr. Klohr?

JUROR #8: (Nods head up and down.)

MR. TILLOTSON: So you work for FTS Delivery. Just tell me in general what kinds of things you do for them.

JUROR #8: I'm just a manager. Hiring drivers. Pretty much a little bit of everything.

MR. TILLOTSON: Got it. Okay.

Finally, I just want to end with this. Obviously, I represent the company, the business in this particular case where an individual is suing. I'm going to start first with the front row and ask them. Is there anything about that -- I mean a company being sued for problems -- that makes you lean towards the individual or think that the company must have done something wrong; otherwise there wouldn't be a lawsuit? Raise your hand if you feel that because this individual is suing a company that that might in any way lean one way or another. Thank you.

How about the second row? I represent the business. She's filed a lawsuit. Is there anything about that that makes you think there must be some merit to the particular claims or there must be a claim here for damages?

And, finally, the third row. Anything about that?

Last, I really appreciate your service here. I know it is not easy, particularly on a rainy morning. Thank you so much for coming down. As we go through this case, you have my pledge we will put on our evidence and our case as efficiently and quickly as possible to give you the evidence necessary to render a just verdict in this case. Thank you very much.

Thank you, Your Honor.

THE COURT: Thank you. I have one question before I talk to the lawyers. I'm going to bring the lawyers over to the sidebar in a few moments, and I'll ask you to stay silent while we go through a couple things we need to cover, but I hate to be picking on you, Ms. Dobbins, but everyone else did, so it ought to be my turn. Thank you for being so candid, all of you, quite frankly. And, Ms. Dobbins, in particular, you said, like all people talk -- we talk normal -- "I'm not sure if this will affect me." Well, that's great when we're not in a courtroom, but I need to know. You've answered some questions, and I'm not going to get into the detail. You've already covered it well, but I need to know. Do you believe you can be a fair and impartial juror in this case and follow the instructions of law that I'm going to give you at the end of the case?

JUROR #3: Yes.

THE COURT: Okay. Thank you.

The same thing with Ms. Liu. Do you think you could be a fair and impartial juror and follow my instructions at the end of the case?

JUROR #1: Yes.

THE COURT: Okay. Thank you. All right. Thank you.

If you guys would hold loose, hang loose, and we'll talk with the attorneys here, and we'll bring -- come right back.

(A bench conference was held on the record and outside of the hearing of the Jury as follows:)

THE COURT: Is that annoying?

All right. You actually have to hold -- can you hear me?

COURT REPORTER: Yes.

THE COURT: You literally have to hold this to your mouth because it is a piece of crap.

MR. TILLOTSON: It's been a long time since I've been a rock-and-roll singer.

THE COURT: Okay. Let's go page by page. You literally have to speak into this.

Would you tell that guy to take his hat off after we're finished here? Number 6 or whoever it is.

Okay. Page number 1, any strikes for cause on behalf of the Plaintiff? That's Jurors 1 through 10.

MR. HUMPHREYS: Yes. Number 10. She's a current employee of a business that service transferred this loan, and she's going to be -- her company is directly involved in this litigation.

THE CLERK: She can't hear you. She didn't hear you.

MR. HUMPHREYS: Okay. The -- okay. Juror 10, she works for a company that was directly involved in this account and is the one that service transferred this, and there was emails back and forth. There's going to be evidence today of the involvement of her company in this account, and she's in mortgage servicing. Mortgage servicing. It's not just that she works at Citi. She's the mortgage servicing division of Citi.

MR. TILLOTSON: I do oppose it, Your Honor. She said she could be fair. Citi is just a third party. There's no liability. There's no judgment. There's no nothing.

THE COURT: Is there any evidence against Citi in this case?

MR. HUMPHREYS: Yeah. They're going to be blamed, I think, for not using the contract, the subservicing agreement under which -- or the transfer agreement under which the communications between the two entities regarding loans that were transferred should have taken place in one manner with -- between the acquisition group, and their contention here is instead it went to the -- to the bankruptcy department at a lower level than it should have.

MR. TILLOTSON: The only criticism is going to be of us. We screwed it up. There's no allegation I'm going to make that Citi did anything wrong.

THE COURT: Yeah. I'm going to overrule the objection. I didn't hear anything about this that would affect it.

Anybody on page 1 you'd like stricken for cause?

MR. TILLOTSON: Yes, Your Honor. Number 1.

THE COURT: That will be overruled. She already said she can follow the instructions.

MR. TILLOTSON: Number 3.

THE COURT: Same ruling.

MR. TILLOTSON: I know she said she'd be fair, Your Honor, but she couldn't even really ultimately answer the question about -- to be fair, I think there's a substantial concern as -- I think there's a substantial concern about whether or not she can be fair. She --

THE COURT: Who are you talking about?

MR. TILLOTSON: Number 3, still number 3, Your Honor.

THE COURT: Yeah. I think she was very clear when I asked her if she could be fair and follow the instructions and the -- of law and be a fair and impartial juror. So I'll overrule 1 and 3.

Anybody on page 2? We're really only going to 13. Anybody on page 2?

MR. HUMPHREYS: No, Your Honor.

THE COURT: Anybody on page 2?

MR. TILLOTSON: No, Your Honor.

THE COURT: Okay. Our panel will be this. Well, 1 through 13.

MR. TILLOTSON: Correct.

THE COURT: Right?

MR. TILLOTSON: Correct.

THE COURT: All right. Now you get each three strikes peremptorily.

MR. HUMPHREYS: Yes, Your Honor.

MR. TILLOTSON: But I'll see -- do I actually see theirs before?

THE COURT: Yes. He will give you theirs.

MR. TILLOTSON: Okay.

(The following proceedings were held within the hearing of the Jury.)

THE COURT: Okay. Ladies and gentlemen, we are finished with our portion of the voir dire. We're going to send you out to the area of -- the waiting area out there. We'll call you back in about 15 or 20 minutes. While you're out there, again, you are instructed not to discuss the case. Don't form or express any opinions about the case. Don't let anyone discuss the case in your presence. So what we've done here -- the lack of logic in this always stuns me. We've taken 18 people who really have nothing in common but what we've just covered, and now we're going to tell you not to talk about what you have in common. So -- but that's what we're asking you to do. Don't talk about the case. Don't form or express any opinions. Don't let anyone talk about the case in your presence. Avoid all the folks in the courtroom. We'll get back to you in, perhaps, 15 minutes or so. When you come back, we're going to have you sit back there, kind of like you were. You don't have to sit in any particular order, but just stay out of the jury box. We'll leave that vacant for the folks that are picked on the case. Okay. Thank you for your participation in this trial.

(Court recessed from 10:08 a.m. until 10:28 a.m.)

(The following proceedings were held within the hearing and presence of the Jury.)

THE COURT: Okay. Ladies and gentlemen, if you'd please again make your attention to Ms. Long, she'll tell you where to sit if you've been picked for the jury.

(Jury seated.)

THE COURT: Mr. Wallace, does this Jury conform to the strikes made by the parties?

MR. WALLACE: Yes, Your Honor.

THE COURT: And, Mr. Tillotson, does this Jury conform to the strikes made by the parties?

MR. TILLOTSON: Yes, Your Honor, it does.

THE COURT: Okay. Let me address myself to the folks who were not selected. I want to thank you again for your participation in this trial, for the first part of the trial, which is, in my opinion, the -- my least favorite part of a trial. Picking a jury is just kind of difficult to get through. You all did a great job. I appreciate your candid answers to the questions that were asked and speaking up. We heard everything you said, and we appreciate it. Without this bunch, we don't get that bunch. We just need that many people to end up with this. That's just how the system works.

I've been asked to send you all back down to the jury assembly room on the first floor. So grab one of those elevators. Take it down to the first floor, and the jury assembly room is on the left as you come out of the elevators.

All right. Thank you, all. Have a great week.

(Remaining jury panel excused.)

THE COURT: So see, folks, all those times you bought lottery tickets and you never won one. See, you can't win.

All right. I'm going to have you stand up one more time to be sworn in or an affirmation read to you, please.

(Jury sworn.)

THE COURT: Thank you, folks. You can sit down.

Let me -- I'm going to just give some basic housekeeping -- I hate that term, but I don't know what else to call it -- housekeeping things to kind of let you know how the case is going to operate. Then I have some legal instructions, two of them, to read to you. One is long. One is short. After that, the lawyers will make their opening statements. After that, you'll have lunch for an hour or so. The opening statements shouldn't take more than an hour between the two. Okay. So I'm a big fan of trying to let jurors know what's going to happen next in the case. I've been lobbied by my wife, who has been on juries a lot, and that's one of her biggest complaints is you don't know what's going to happen next, and we'll try and keep you advised. "Lobbied" is the wrong word. I've been ordered by my wife. She doesn't lobby. She tells me.

Let's talk about what you can expect here. Number one, these are the seats you're going to be sitting in while the trial goes on, so that's where you'll be. We'll be taking recesses from time to time. Normally, an hour and a half would be about the longest we'd keep you out here. I think it's hard to keep -- it's hard for me to keep my attention much longer than that. It's really hard for court reporters to keep doing what they're doing. So we will be taking those types of breaks.

In the back -- you haven't been to our jury room, which is back behind that "Exit" sign, but when Carol takes you back there, there's coffee. There's soda. There's water. And if you're drinking something like that and I call you back out to trial, if you have something, you can bring the liquid with you and drink. Just hang onto it out here. I would ask you to clean up after yourselves. We have really good people here that do a great job of cleaning our courthouse and our courtrooms, and we'd ask you not to make their lives any more difficult than necessary. So clean up after yourselves. You won't be allowed to bring food out here while the trial is going on.

There will be -- after the opening statements, when you come back for the first witness, the -- Carol will hand out notepads and pens for you to take notes, which I'll read you an instruction on that in a few moments. That's totally voluntary. What else here?

Sometimes jurors ask me if they're allowed to ask questions, and you're not allowed to ask questions in this particular case. And also, sometimes I think jurors feel that -- you know, from watching -- I don't really watch lawyer shows on TV for obvious reasons. I see enough lawyer shows personally every day. No offense, gentlemen and ladies. But -- but I'm told there are some shows that the jury will be in deliberations and they'll ask for a transcript of whatever witness X, Y, or Z may have said. Well, that doesn't really happen in real life, or at least it doesn't happen in St. Louis in real life. So you're going to have to remember, and that's why there's seven of you -- to remember jointly what happened, what transpired at the trial.

What else? You know, I'm going to give you an instruction on this, but when I started doing this back in the eighties, I didn't worry about jurors doing research on the case or on issues that pop up in the case because, you know, you had to go back home or to a library and look at an encyclopedia, which nobody even looks at or knows exists anymore. Now we have our own encyclopedias in the smartphones and whatever other computers. So it's really important that you don't become investigators in this case. We don't need you to investigate. What we need you to do is listen to the witnesses and make your decision based on what you hear in court, not what you hear outside of court. So please stay away from the computer as it relates to this case. You can do it -- after the case is over, you can research to your heart's content, but while it's going on, you can't do that.

And I'll tell you each time you're not allowed to talk to people about the case until the case is over.

And, again, when you're out here, while the trial is going on, you know, you're permitted to keep your cell phones on in case you get phone calls from home or whatever, but please keep them on vibrate. When you begin deliberating Thursday or Friday, whenever that happens, I'm going to ask you to turn your cell phones off because we don't want you talking to other people while you're deliberating on the case. Okay.

Now I'm going to read you Instruction No. 1 and 2. No. 1 is a lengthy instruction, but it gives you an idea of what to expect in a trial.

No. 1: This instruction and other instructions that I'll read to you near the end of the trial are in writing. All of the written instructions will be handed to you for your guidance in your deliberations when you retire to the jury room. They will direct you concerning the legal rights and duties of the parties and how the law applies to the facts that you will be called upon to decide.

The opening statements is the next area. The trial may begin with opening statements by the lawyers as to what they expect the evidence to be. What is said in opening statements is not to be considered as proof of a fact; however, if a lawyer admits some fact on behalf of his or her client, the other party is relieved of the responsibility of proving that fact.

After the opening statements, the Plaintiff will introduce evidence. The Defendant may introduce evidence after that. There may be rebuttal evidence after that. The evidence may include the testimony of witnesses who appear personally in court, the testimony of witnesses who may not appear personally but whose testimony may be read or shown to you, and exhibits, such as pictures, documents, and other objects.

Objections. There may be some questions asked or evidence offered by the parties to which objections may be made. If I overrule an objection, you may consider that evidence when you deliberate on the case. If I sustain an objection, then that matter and any matter I order to be stricken is excluded as evidence and must not be considered by you in your deliberations.

While the trial is in progress, I will be called upon to determine questions of law and to decide whether certain matters may be considered by you under the law. No ruling or remark that I may make at any time during the trial will be intended or should be considered by you to indicate my opinion as to the facts.

There may be times when the lawyers come up to talk with me out of your hearing. This will be done in order to permit me to decide questions of law. These conversations will be out of your hearing to prevent issues of law which I must decide from becoming mixed with issues of fact which you must decide. We will not be trying to keep secrets from you.

Justice requires that you keep an open mind about the case until the parties have had the opportunity to present their case to you. You must not make up your mind about the case until all of the evidence and the closing arguments of the parties have been seen and heard. You must not comment on or discuss what -- with anyone, not even among yourselves, what you hear or learn in the trial until the case is concluded and then only when all of you are present in the jury room for your deliberations and after I've given the final instructions, which I'll give you at the end of the case.

During the trial, you should not remain in the presence of anyone who is discussing the case when the court is not in session. Otherwise, some outside influence or comment might influence a juror to make up his or her mind prematurely and be the cause of a possible injustice. For this reason, the lawyers and their clients are not permitted to talk with you until the trial is completed.

Your decision must be based only on the evidence presented to you in the proceedings in the courtroom. You should not conduct your own research or investigation into the issues of the case. You should not visit the scene of any of the incidents described in this case. You should not conduct an independent research -- any independent research of any type by reference to textbooks, dictionaries, magazines, the use of the Internet, or any other means.

After all of the evidence has been presented, you will receive my final instructions. They will guide you during your deliberations of the issues of fact which you must decide in arriving at your verdict.

After you've heard my final instructions, the lawyers may make closing arguments. In closing arguments, the lawyers have the opportunity to direct your attention to the significance of the evidence and to suggest the conclusion that may be drawn from the evidence.

Finally, deliberations. When you retire to the jury room for your deliberations, it will be your duty to select a foreperson, to decide the facts, and to arrive at a verdict. When you enter into your deliberations, you will be considering the testimony of witnesses as well as other evidence. In considering the weight and the value of the testimony of any witness, you may take into consideration the appearance, attitude, the behavior of the witness, the interest of the witness in the outcome of the case, the relation of the witness to any of the parties, the inclination of the witness to speak truthfully or untruthfully, the probability or improbability of a witness' statements. You may give any evidence or the testimony of any witness such weight and value as you believe the evidence or the testimony is entitled -- or that testimony is entitled to receive.

Okay. Instruction -- I have to fix this. Instruction 2 is much shorter. At the end of the trial, you must make your decisions based on what you recall of the evidence. You will not have a written transcript to consult. There may be -- I'm sorry. You must pay close attention to the testimony as it is given. If you wish, however, you may take notes to help you remember what witnesses said. If you do not take -- if you do take notes, please keep them to yourself until you and your fellow jurors go to the jury room to decide the case and do not let the note taking distract you so that you do not hear other answers by the witnesses. The clerk will provide each of you with a pad of paper and a pen or a pencil. At recesses, leave them at your seat in the jury box. When you leave at night, your notes will be secured and not be read by anyone. At the end of the trial and you are discharged as jurors, your notes will be collected and destroyed.

Okay. That being said, are you ready for opening statements?

MR. WALLACE: Yes, Your Honor.

THE COURT: You may begin.

MR. WALLACE: Is the screen up here live?

THE COURT: It will be.

MR. WALLACE: Good morning.

JURORS IN UNISON: Good morning.

MR. WALLACE: I want to take you back about two years ago. January/February of 2014, Jeannie May is sitting in her house where she's lived for -- since 2007. She's lived here in this community pretty much all of her life. She's sitting in her house, and the feelings of anger, the feeling of frustration, anxiety are pulsing through her veins, and the reason is because of this. This is a letter that Nationstar Mortgage Servicing had the foreclosure lawyers send to her, and you'll see that it says that on February 24th, 2014, at 10:00 a.m., they're going to sell her house at an auction. Jeannie is looking around her house, and she sees places where she had furniture and boxes that she's packed up and moved out because she's moved more than half her house out -- her and her son have -- because they've been living this nightmare for a year, trying to get Nationstar to wake up and to listen, and now we're on the eve of the foreclosure sale. It's Wednesday, and she is beside herself.

On that Wednesday, we filed this lawsuit and we filed a motion for a restraining order to stop them from selling the home the following Monday. When that motion for a restraining order got set for a hearing the following -- that Friday, that's when Nationstar stopped. That's when they put the brakes on the foreclosure sale. That was the first time.

You're going to hear that Nationstar claimed that she owed a whole bunch of payments and that she owed all these fees, lawyers fees and property inspection fees, but what you will see them admit -- she didn't owe any of them. She had made all of her payments, and she had been fighting with them for a year to get them to wake up. She had called them. She had sent her proof documents of all of her payments. She had faxed it multiple times. She had emailed the people at Nationstar. She wrote letters to the people at Nationstar, and then she got a lawyer, Mr. Healey, to write a letter when she got another letter, the letter that was right before this one. In November, she got a letter from this law firm that's a foreclosure form, and she hired a lawyer then, and he wrote a letter to these foreclosure lawyers, asking them, "Look. Here's the deal. She's made every payment. Dig into this thing. Figure it out." And their response was simply, "We see you disputed the debt. Here's the payment history." And the payment history, as you will see, was garbage, total garbage. They'll admit that. It was garbage because they had totally messed up the accounting on this account.

So after the lawsuit is filed, they stopped the foreclosure, but they didn't stop because they continued to reject her payments that she sent every single month. They would mail them back to her. They continued with their credit reporting. You see, she had -- we roll into the summer after we filed this lawsuit February of '14. In the summer, late June of 2014, she's disputing her credit because they've trashed it. They've put on there that she's got nine months of 150-180 days late. That's over a nine-month time period. So she disputes it. She goes to another department at Nationstar, and they do an investigation, and as a result of this investigation, they come back and they say, "Well, not only was she late for nine months," which they'll admit was not true, never was true. They expanded it from nine months to 22 months, and they said she was 180 days late, 90 days late, 120 days late through that 22-month time period, none of which was true. That's why we're here.

Let me step back for just a minute and tell you a little bit about how we got to this point. So Jeannie, Mrs. May, in 2007, was looking to buy another house, to downsize. She had lived in Wentzville and was traveling roughly 80 miles round-trip to work at Washington University, where she's been for years, and realized that with her son being 16, 17 years old and her being a single mom and her mom in failing health, that it was just -- it was crushing her -- the drive time and at the end of the day going to stay with her mom while she was dying, and she'll tell you she stretched herself too far. And so she downsized, and she bought the house that's the subject of this lawsuit, moved closer. And all of that is in an effort to downsize to financially be in a better place.

And then in August of that year, 2007, her son was picked up for selling drugs. He was 17 years old. It was a big -- it was a big shock, and her family and her ex-husband -- been divorced for 15 years or so -- came together to help end the situation, but what she found is that having just bought this house in May of that year, she -- she needed to find a way out, so she could financially get back on her feet after having helped her son and her mom, and so she filed a bankruptcy. She didn't file a Chapter 7 bankruptcy, which is what you file when you say you want to clean the decks and say, "I'm done. I don't want to pay anybody back. Just clean the slate. I'm going to go on down the road." She filed a Chapter 13. I don't know if you have any familiarity with that, but you have to file a claim. It has to be approved by the courts, and you pay on it for five years, and it's one of those plans where there's not anything really left over at the end of the day, and if it is, it goes to the court.

And so she entered into this plan in 2007 and paid on it all the way up until she got her discharge in January of 2013 time period. One stumble in that bankruptcy. When the servicing was transferring from Citi -- it was Citi who her servicer was when she bought the home in '07. They transferred the service in 2010, and around that time or a little before she got in with this plan, this Chapter 7 -- Chapter 13 plan and was just realizing it was more costly than she'd planned, so she got behind on her payments. So Nationstar -- because now they're servicing the loan in 2007, Nationstar comes into the picture, and in this bankruptcy court, they filed what's called this Motion for Relief From Automatic Stay, and it's basically telling the court, "She's not making her payments, and so we need you to step in and either let us take the home or this situation needs to get straightened out," and so they told the court, on the back page here -- let's see right here. They tell the court that she's behind five payments and they have some inspection fees and lawyers' fees and they want all those things paid if she's going to continue in the home.

Just a few days later, she delivered to them this cashier's check, which was the exact same amount they were asking for. So she paid every cent, and so Nationstar withdrew their motion, and she went back through the bankruptcy plan and completed the plan, made every single payment, and they'll tell you she made every payment on time, never missed a payment after that and she caught up, and so at the end of the bankruptcy, late 2012, the bankruptcy trustee, through the court, notifies Nationstar. "We see that she's at the end of her plan. According to our records, the trustee's records, the court's records, she's paid every payment she's supposed to pay, and she's paid you back what she didn't pay you before the bankruptcy started, that post or that the pre-petition amount, what brought her into the bankruptcy. We show she's paid everything. Nationstar, what do you say?"

And Nationstar filed this, what's called a Response to Notice of Final Cure Payment on November 15th, 2012. And do you see this category number one here? Creditor -- that's Nationstar -- agrees that she's paid everything before the bankruptcy that she was supposed to pay and, number two, agrees she's paid everything she's supposed to through the bankruptcy. So she is current.

So she comes out of the bankruptcy, and she's -- life's looking good because her son is coming off the probation he had for five or six years, and now she's -- she's taken care of her debt, and she's got a new lease on life if you will, and so she calls Nationstar in February because she hadn't received any statements. She wasn't getting monthly statements even though she was discharged. She's out of the bankruptcy, and she's making every payment, and Nationstar says, "Well, we're finishing up our accounting internally through the bankruptcy, and we'll send you one out soon," and they did.

She got a statement, this statement right here. February 26th is the date of it. 2013. I apologize. The date's not real clear up here, but February 26th, 2013, is the date of this statement. Now, everything looked pretty good according to this statement -- it showed how much her monthly payment and everything is -- except for when you get down to this department called lender paid expenses. That's what they call corporate advances over at Nationstar, and they had some legal fees on here and some property inspection fees, and what's interesting -- if you look at this, do you see the amount of the property inspection fees? $504 right here. If we go back to that motion that they filed with the court, asking for all those fees that she was supposed to pay, the same amount of property inspection fees back then that she'd paid back in 2011 are showing up again.

So she picks up the phone no sooner than she gets this, and she calls Nationstar, and Nationstar -- you'll see it in their notes -- they -- they -- nobody's looking at it. Nobody really understands. "It's part of the bankruptcy process. We'll get it taken care of." And so she says, "Well, can you send me an accounting, so I can see how my monthly payments have been applied and where they're going," and all this business, and so they sent her one, and that's just a few days later on March 14th. Right here. This letter. And attached to it is their monthly history here, and we don't have to spend any time with this right now, but I'll tell you you're going to hear testimony this afternoon from a number of witnesses that looked at this, and everybody that looks at this document will tell you -- from Nationstar -- it shows she's current. She'd made every payment.

What happens in March, just a few days later in March -- Nationstar takes more than $5,000 in the payments that she's been making, and they just take it away from her account, remove it. So what that did overnight -- she's got an account that's current except for this lender paid expenses business. An account that's current on her payments goes from current to more than five months past due overnight.

So at Nationstar what happens is the collection business starts up, and she starts getting collection calls almost immediately, and she's stunned, and she explains to them, "No. I've made every single payment." And she talks to -- this begins a series of conversation after conversation after conversation with Nationstar to explain to them, "I've paid every payment. I don't owe anything else. I've paid everything."

She faxes in her documentation. This 28-page fax, she sends to Alicia Jackson at Nationstar. It's filled with documents that prove that she's made every payment. There's no dispute they got it. But we heard earlier about this good faith business. "We made some mistakes, but it was good faith." Well, there's no follow-up here. Nothing. On this fax, nobody does anything.

So then we move forward, and she sends them another fax a few days later, and still nobody's communicating with her except -- I shouldn't say that. They're communicating. They're communicating through collection calls, and every time she tells them, "I've made my payments. I've sent my proof in. I don't owe you."

And they would close almost every single call by, "Well, ma'am, what's your intentions with the house?"

"What do you mean what's my intentions with the house? I've paid every payment. I'm going to keep my home."

So later in March -- excuse me -- April. April. Same month, April 23rd, she sends them this fax. This time it's up to 38 pages she's sending them. All her proof documents. Now this one goes to the research department. That other fax that I showed you just a minute ago that went to that Mrs. Jackson -- you're going to hear that she's in the research department. So her disputes and her proof documents have landed in the research department at Nationstar twice now. And you're going to hear testimony this afternoon about -- there's some questions as to whether or not this research department even exists, I think. But Mrs. May can tell you and Nationstar will admit they never responded. They never told her, "Hey, we looked into this. Here's what we figured out." They never fixed the problem ever.

And so we go from her having multiple conversations in the month of April, trying to figure this thing out, to the next thing that she gets is the next monthly statement, which shows up April 18th, and we talked about that, those lender paid expenses right here, but now this thing's changed drastically because if we look down here, the amount due has grown by $8,000. They're showing past due payments. On that earlier statement, there were no past due payments in February. Now there's past due payments of almost $5,000 and unpaid late charges and all kinds of things that grew overnight when they took all that money from her account.

So she's on the phone again to them, trying to get it straightened out, and nobody really has any answers for her. "They're looking into it, ma'am, so you'll have to be patient."

And she'll tell you that her patience began to grow very short after she got this letter on April 19th and it tells her, "You're in default." And if you go on to read the letter, "If you don't pay us the 6,000" -- let's see. Where is that amount? It's down here at the bottom here. Right here. "If you don't pay this amount of 6,284 within 35 days, we're going to start the foreclosure proceedings. We're going to sell your house."

So she has a conversation real soon after she gets this letter with a lady named Caroline Agyeman. You're going to hear from her in just a few minutes. And Ms. Agyeman says, "Ma'am, you need to be patient. I mean research is looking into this thing. Don't worry about it."

And she says, "Well, 'Don't worry about it'? You're telling me I'm in default and that you might sell my home. Will research -- I mean, are they going to figure this thing out before you sell my home?"

And you're going to hear Ms. Agyeman almost chuckle at her, laugh at her on the recording. "We won't sell your house, ma'am. No. We'll get it figured out."

That's April of 2013. Fast-forward to February of the next year. They still never figured it out, and they're on the courthouse steps trying to sell her home. This is what it's been like. This is just one month of her life that she's dealing with this. It's April. And this Caroline Agyeman who tells her, "We're not going to sell your home" -- she's the one that's signing the letter here. Foreclosure prevention specialist -- she's the one that's telling her, "You're in default. We're going to foreclose on your home."

This is the kind of good faith and responsiveness that Mrs. May is getting from Nationstar. So Ms. May doesn't stop with the faxes or the calls because -- I mean you're going to see -- this is their -- what they call their collection history profile, and it's single-spaced line. You can see it here. I mean there's tons of entries on here, and it is filled with conversations between Mrs. May and them, whether it's their collection calls out to her or her calls back to them to try to straighten it and explain to them, "Please listen to me. Figure it out." And they never do.

So then she starts the email campaign, and she sends several emails to these different employees at Nationstar to try to get them to pay attention, to figure it out. "I've already sent all the research documents. I've sent everything you've asked me to. Who's going to figure it out?"

Nobody. Just like it goes into space.

So when Nationstar figures out she's not going to pay them, they don't stop the collections. They still keep trying to collect on them, but then they change the strategy a little bit, and they say, "Well, with the stress escalating and she's thinking the home is going to sell, let's try to put her in a modification." So in May, the strategy changes, and now they're shipping out letters saying, "You can avoid foreclosure if you'll modify your loan." Well, the problem with that business is that -- you know that $5,000 I told you that they took off the account and those lender paid expenses that they'll tell you weren't owed -- if you packaged all those into this nice little modification that they were going to offer her, if she agreed to the modification, she's paying them seven or eight thousand dollars more than she owed, and she'd already paid them.

So you're going to hear these calls and the recordings, and over and over and over, they ask her, "Do you want a modification?" She tells them over and over, "I do not want a modification. I do not want -- I don't want to do any business with you other than this contract. I want you to get it figured out."

So all this process -- I've told you they're making the collection calls to her. Well, they're calling her at work too, and you're going to hear how she told them real early in this, "Don't call me at work. Don't call me during work hours. I sit in a small area here at Washington University, and people can overhear me. My boss sits 10 feet from me. Do not call me at work."

It's filled in their notes, "Do not call at work." What do they do? Still call. Still call. And we're talking about a problem that she didn't create. This is their own doing. They've got their accounting totally messed up, and this business about listening -- they're not listening to whether she said, "I don't want a modification," to whether she said, "Don't call me at work anymore."

Well, we go forward a little further, and we get the escalation again. Now we've got another letter, August 2013, and this is another one of those letters that says, "If you don't pay 6,000" -- the number's come down just a little bit -- "$6,000 within 35 days, we're going to foreclose on your home," and it's at this time that they start rejecting her payments. So you can imagine. She's making every single payment. They're taking it. All of a sudden, they start rejecting her payments. And so the stress level, to say the least, is going through the roof because "Now I've paid everything I'm supposed to, and they're not taking my payments. They're just mailing them back to me."

Well, I'm sure you've heard stories. You may have heard stories of people that do that. Sometimes they just go ahead and cash it. They get the money back, and they go ahead and spend it. She didn't spend it. She saved every cent because she knew at some point she was going to have to pay them. So she'd mail her payment. She'd send it Certified Mail every month so she could show they got it, and they wouldn't accept it. Sometimes they would. Every once in a while, they would take one, but then they rejected a bunch of others. So she kept that money, saving it.

And so we go -- we're in August now, and so now she decides to write a letter, and she writes this letter to Nationstar, and there's no dispute they receive it, and it goes -- so now we've had these what they call SPOCs in their business. They're single points of contact, and they're specialized to deal with accounts, and so she's talked to them. She's emailed them, and then we have the folks in research who have been involved. Well, now we're dealing with another department. It's called the qualified written request department. That's what this letter is called, and she explains in her letter, which is several pages and all the documents attached to it. She explains what the situation is, and she asks them to investigate it and has very pointed questions. "Explain to me how my account went from current to delinquent overnight." And their response, which the system at Nationstar pumps out just a few days later, is thick. It looks good, doesn't it? It's thick, thick, front and back, spaces here. It's to tell her, "We've got your issue," and if you look at the letter -- and you'll hear about it -- they don't answer a single one of her questions. All they do is they send her their accounting documents, which they're going to admit were totally wrong. They didn't answer any of the questions. Just creating more confusion, if you will.

And so the next thing she gets, a few days later, is the first of the lawyer letters from their foreclosure firm, in November, telling her, "You're in default. We're fixing to start the foreclosure proceedings," and we already saw the other letter that said, "We're foreclosing. We're selling your home in just a few days."

Another part of this process, which was wonderful for Mrs. May, is that, you know, when they messed up their accounting and they pulled all that money off there, their internal accounting said, "Well, she's not paying enough in escrow." So what did they do? That $859 payment, which they now get and is the only payment she's supposed to pay -- they jumped it up to $999.50, almost a $150 jump in her monthly payments, but she made every one up because they told her that's what she's supposed to pay, but they'll tell you, they'll admit she never had to pay, she shouldn't have paid any of those because their system was wrong.

We talked about the credit reporting just a minute ago. Let me show you this. So in January of '14, right before the lawsuit was filed, you can see right here on this exhibit -- this is her Equifax credit report, and right here's the tradeline for Nationstar right here, and we're going to see they're showing that in the year 2013 she's 150 days late, all the way to 180 in October of 2013. So that's about -- what is that? -- eight-month time period roughly. In that neighborhood. Something like that. So I told you she disputes it. She writes a letter to the credit reporting agency. So now we've dealt with QWR department. We've dealt with SPOCs. We've dealt with research. We've called everybody we think to call. We've got our lawyers in -- Mr. Healey -- to write letters to these foreclosure lawyers, and now still no answers, still no answers, and so she writes a dispute letter to the credit reporting agency, thinking that they will -- now they'll start an investigation. Because you'll hear that once she filed this dispute with the credit reporting agency Equifax, Nationstar had a duty to investigate. They actually had to dig in now and investigate the issue, and so she's got her letter here where she explains the situation. She says, "All those months they're showing me late, I'm not late. I didn't miss any of those payments."

Their response is they report back to Equifax, "We investigated it, and we want you to modify the account, but here, we don't want you to modify the account in a way that's good for her. We want you to" -- do you remember those months of March to September, how they're reporting it? Now they've expanded it. It goes all the way from March '14 all the way back to June of '12. They're reporting sixes and fives and threes and fours, and we can see right here those sixes means more than 180 days late. Five is 150-179 days late. So they've just compounded this issue for her. When she reached out and said, "Please fix it back at the credit reporting department, somebody dig in," they just -- they walloped her.

Now, sure, she's coming out of a bankruptcy. She's not going to have perfect credit. We're not here to say perfect credit, but all of those accounts that she filed the Chapter 13 bankruptcy, on her credit report, you'll see those are accounts from 2007 and before. She didn't have any other bad accounts, and the only accounts they're reporting good was the credit card she had with the bank. The other account -- the only other account she had was Nationstar, and they're -- you've seen the report, what they were doing.

So now let's go back, and let's talk just for a minute, and then I'm done. This business about, "Well, good faith. We made a mistake." Well, after we sued them, you're going to see that they answered discovery in this lawsuit, and their corporate representative, which is the knowledge of the corporation, they answered discovery to me. I asked them, "Did you make any errors?" And this is about five months, four or five months after I sued them. "Did you make any errors? Because I want to know if you did. I want to figure out what happened." And they told me under oath, "No errors. We didn't make any errors." So this business of good faith -- I'll tell you that it took almost a year after they told me they didn't make any errors to March of this year. March of '15 is the first time they ever disclosed, "Yeah, we think we might have made some errors." So this business about good faith and responsiveness and notice and follow-through and the whole listening thing didn't happen for Nationstar, and so when I sat down with their corporate representative, Mr. Loll here, in May of this year, I asked him -- and you'll see the documents -- "So did we finally get it straightened out, sir?" It's in May of this year, two years after the lawsuit. Excuse me. A year after the lawsuit. "Did we get it figured out?"

He said, "Yeah, I think we got it all figured out."

So I showed him her latest monthly statement that Nationstar sent, and they were putting on her account the lawyers' fees that they're paying their law firm to defend this action, on her bill. What I'm saying is the account is still messed up. They're going to tell you that, "Well, this was a -- this was an issue. You know, when we pulled that $5,000 off her account, that's because Citi told us to." The evidence is going to be that there's an email from Nationstar right here. This email -- they're going to -- they're going to suggest to you that this whole business started with Citi reaching out to Nationstar and saying, "Hey, we misapplied some funds. You need to pay it back to us." The reality is that the issue started when Nationstar -- this Matt Baxter guy -- he's a bankruptcy specialist at Nationstar, and he reaches out to Citi, and he says, "Hey, I see we have an attached bulk check here, $5,000, and I see that as a part of that check, $51 was supposed to be put on Ms. May's account, and I don't see that it was ever put on there." So it never was about taking money from Ms. May. They were actually supposed to put money on her account, $51, and so they asked Citi to investigate. Well, Citi responds.

THE COURT: You're about out of time, Mr. Wallace.

MR. WALLACE: Okay. Thank you. Just one more moment here.

Citi responds just a few days later. This Vanessa, right here, this email. She sends it back to Matt Baxter, and she said, "Well, we finally straightened out the issue here, and you'll see that we, Citi, mistakenly posted money on a Jeannie Hoyt's account, not Jeannie May's account, and we need you to distribute that money as follows." And they list all these people. They tell Nationstar to take that money from Hoyt's account and pay it to these other individuals, and you'll see right here, there's Jeannie May, and there's the $51 they're supposed to put on her account. Well, you'll see the rest of this email, and in the email chain, you're going to see that Nationstar -- they never can figure it out. They keep thinking that they're talking about Jeannie May when the whole discussion started because Nationstar said, "We see more money is supposed to go to Jeannie May."

At the end of the day in March, March 27th, 2014 -- 2013 -- excuse me -- that's when they took that $5,000 from her account, and what they really were supposed to do was put $51 on her account, and at no point did she ever get an explanation before she filed this lawsuit. That's what the case is about. We appreciate your time. Thank you.

THE COURT: Okay. Defendant's opening statement.

MR. TILLOTSON: Yes, Your Honor. If the Court will give us one second to set up.

THE COURT: Sure.

MR. TILLOTSON: If it may please the Court.

Ladies and gentlemen, I'm Jeff Tillotson, and I have the honor of representing the good people at Nationstar. I want to begin by thanking you again for your service on this. Like I said, I'm going to try and go as expeditiously and as efficient as I can in connection with putting on the facts to show you what actually happened.

Let me preview for you what the evidence is going to show from the Defendant's side over the course of the next couple of days. First, we made mistakes on Ms. May's account. I'll say it again. We made mistakes on Ms. May's account. We're going to own up to them. We're going to take our medicine on them, and we're going to show you and explain to you exactly how they happened. We made them, and no one should have to go through what Ms. May went through because of those mistakes, but it happened.

Number two, that said, the evidence is going to be overwhelming that the mistakes were unintentional, made in good faith, with an honest belief that Ms. May actually owed the money we were seeking to collect from her and talk about it, and every action that you just heard him preview, you're going to see the evidence that the folks doing that -- the collectors, the people at Nationstar -- weren't doing it because they were being malicious or mean or because of a profit motive or out of fraud, but because they honestly believed they were doing their job to collect an amount that she owed. The reality is she didn't owe it, and again, that was our fault.

Finally, third, you're going to see that although it took longer than it should have, we corrected those mistakes. It should have happened faster. No doubt about it. We're going to own up to that, but we, in the end, corrected every single mistake, including her credit rating and her account, and furthermore have put into place procedures so that this kind of mistake -- it's actually several mistakes -- doesn't happen again to Ms. May or others. We've learned our lesson. We care. We heard it, and we want to fix it.

That's what you're going to see over the course of the next three days, but before I get to that and preview it for you in a little more detail, let me just say to start off, on behalf of Nationstar, we apologize to Ms. May for what happened and for what we did, and we wish we had gotten to the bottom of it faster and quicker because we want to do a good job for our customers. That's heartfelt. First time in 25 years I've ever stood up on behalf of a defendant and said, "We screwed up and we're sorry." But you're not just going to hear it from the lawyers. You're going to hear it from the corporate representative, A.J. Loll, who's a vice president at Nationstar whose job it is to, when these kind of things happen, get into them, try and fix them, understand them, and make us better, and I believe at the end of the day the evidence will show this is not a company that doesn't listen. It's a company that from time to time makes mistakes, but when it does, it wants to correct them.

Now let me talk to you a few minutes about the case. I represent, obviously, Nationstar Mortgage, and we are a mortgage servicing company, and I think everyone knows what a mortgage servicing company does, but I did a little graphic here. Obviously, when you have a borrower who has a home loan, they make monthly payments to the person who holds that loan. When you have a loan servicer like Nationstar, they step into the shoes there, if you will, and they have a contract with the people that you have your loan with, and they handle all aspects of the loan. They send out the statements, do the collections, handle any problems. If a borrower doesn't pay -- and, of course, it happens from time to time -- Nationstar, as the mortgage servicing company, is obligated to make collection efforts to try and get the borrower to pay, and the goal, as you will see from the testimony offered, is not to kick people out of their homes but to help them stay in their homes by doing the things necessary to make things right.

Now, you also will hear over the course of the testimony that the loan in this case, Ms. May's loan -- the investor, the owner of that loan is the governmental -- quasi-governmental agency known as Fannie Mae. They actually hold the loan, and that's who we're servicing the loan on behalf of. That will become important as the evidence goes on because there are certain procedures and rules that we, the servicer, have to follow for Fannie Mae, and all the things you saw -- and I'll talk more about them in a minute -- regarding modifications and collections and foreclosure are, in large part, not us trying to be mean or difficult, but following the procedures we have to follow as we service a Fannie Mae loan.

Now, this particular case, as you heard, involves Ms. May and her loan, and how we get involved -- I've got this little chart here to show you. She entered bankruptcy in November of 2007, and you'll hear evidence that she bought her home a few months before she went into bankruptcy, as her counsel said. She paid -- she borrowed $100,000 for a $100,000 home. That's the amount she borrowed, and that was the amount of her mortgage for her home. But she went into bankruptcy shortly thereafter in November of 2007 with a five-year plan and a three-year payoff. In 2010, Nationstar acquired the right to service her loan while she was in bankruptcy from CitiFinancial. That's how we get involved in 2010.

Now, it's important when the bankruptcy -- because it can be a little different from what you typically think. Normally, the mortgage servicer deals with the borrower on behalf of the investor, in this case Fannie Mae, but when you're in bankruptcy like Ms. May, you have a trustee who we deal with. We don't contact her. We don't send her statements. We deal with the trustee, and the trustee makes payments on her behalf. Why does that matter? Because in a few moments you will see that the particular of this thing gives you some context for the mistake that then later happens.

Now, after Ms. May emerged from bankruptcy in 2013 is when really the facts in this case begin to go, and what happened is, as she emerged from bankruptcy in 2013, she contacted us, asking for her statements to be sent. Why weren't her statements being sent before that? The answer is she was in bankruptcy. We typically don't send statements while they're in bankruptcy because there's a trustee and they are dealing with it. But she wanted statements, and she was coming out, and we honored her request, but we made a mistake. We sent it too soon, and when we sent her her statement in February of 2013, after she'd emerged from bankruptcy, on her statement we included -- and I've highlighted it, and you'll see these up close when we do the evidence. We included some charges she didn't owe. They were from the old time in bankruptcy. She had owed them. She had paid them. You saw the check, and here's another copy of it that she had paid while in bankruptcy. We just got it wrong. It was unintentional, as you will hear, and one of those things that happens because she had moved out of bankruptcy, and that's the explanation for what happened.

Now, you will also see later on this first error we fixed not long after through the investigation and through the complaints that she'd made. We were able to figure out, "Yes, you're right. This was paid, and as a result, you don't owe it." But a second issue happened. And it involves the fact that when you are in bankruptcy and you have a trustee, like Ms. May, you're not the only one we're dealing with. Many borrowers are paying to the trustee, who is then making a bulk payment to us. Why is that important? Because during this same time period, as counsel said, we were contacted or dealt with CitiFinancial who said, "Hey, way back in 2008, there was a bulk payment made, and it was misapplied before you got the loans, and you now have to fix it, and we did investigation and looked at it and, as he showed you, came up with a large group of people that this bulk payment applied to that we had to deal with and came to the conclusion with Citi that we owed them, Citi, $5,162 to correct this bulk payment, and guess what? We paid Citi that amount. You'll see the check out of our pocket.

We then had to go figure out whose was the payment made to wrong, and the idea was you had $5,162 you're supposed to credit to a bunch of accounts. It mistakenly got credited to one account. Can you undo that and rightly apply it? Well, unfortunately, it was supposed to be credited, taken out of Ms. Hoyt's account. That's where the bulk payment went to, but as you will hear, we made a mistake, an error. We took it out of Jeannie May's account instead of Jean Hoyt's. You will see the account numbers both start with 2004. The first names are similar. It was human error. So instead of debiting Ms. Hoyt's account for $5,162, we did it to Ms. May. It was wrong. It was a mistake. We put it in the notes, and you'll see our collection notes where we said on 3-27 -- and this is Ms. May's account -- we debited her account $5,162, and it went into the next statement, and that's where you start getting these amounts. It was wrong, an error. However, as you'll notice, the problem really is, you will see, apart from the fact that Nationstar and Citi people were talking at the bankruptcy level, lower level employees trying to figure this out, when you'll hear from our corporate rep that that's not the right way to do it, and then they made a human error, debited the wrong account.

Now, Ms. May, of course, complains -- and these are collection notes you'll see -- on April 17th, and she has every right to. She says she doesn't owe the money, and Ms. Jackson, who they mentioned, on April 19th submits a request to conduct an account audit. She's saying she doesn't owe this money. She's sending this information. We say, "Let's look into it," and you'll see on April 27th, as we look into it, here in this note, we talk to Ms. May. That's the note from it, and I've blown up the parts. We actually tell her, "The funds were misapplied to your account in an amount of $5,162, and they were returned by Nationstar and were also reversed from the borrower account, and as a result, you're five payments behind." So we told her pretty quickly when we spoke to her, "Hey, here's why you're late." It's not true that she never knew or was never told, and in fact, in one of the very transcripts you will hear later today between us and Ms. May, Ms. May is complaining to us and says here, "So the last time I called, I was told CitiMortgage misapplied funds in 2008. They then sold the loan to you guys in 2010 and made you pay them back those misapplied funds, and that now that's what I'm being charged for, which you cannot do because I've made all the payments." The point here is she's right. She doesn't owe the money, but we did tell her in dealing with her, "Here's why you owe those funds."

She continues to complain -- and you will see these notes and hear from the people -- that on April 30th -- again, talking to Carol Agyeman, and you will hear her deposition shortly, and our representative tells her, "You need to send the documents to research. Research is still working on the account," and Ms. Agyeman will get her manager to try and expedite the process.

Now, the Plaintiff in this case continues to say there's no research department, we're making this up. In fact, the evidence you're going to see over the course of the next day is that's not true. We have a research department that looks into these issues, and in fact, Ms. Agyeman was true to her words, and the notes will show it, and you will see this.

On May 2nd, the loan was reviewed by a manager, three days later, with comments, and in fact, you'll see the emails of our research people. Here's Kaitlyn Baldwin. And they actually send Ms. May's faxes to the research department, and they look at it and investigate it at the time that she was complaining. And guess what? On May 15th, the research department and bankruptcy said, "This is in error," and credited her account. I've brought up the words you'll see here. "Bring her loan current." And they gave an instruction from the bankruptcy department and research to the cash management department that says, "Put the money back in her account." By the way, it comes out of our own pocket. We paid. We're the servicer. We don't get to keep the money we collect. We're collecting it for Fannie Mae. So when we paid these funds off and we put it back in, it's actually us coming out of our pocket to make this account right.

Unfortunately, ladies and gentlemen of the Jury, we made another mistake. In trying to fix this credit with this, when it got to the cash management people, a code had been removed from the account, which it says right here in the notes, "There is no bankruptcy code. Adjustment rejected." And there was no communication back and forth that her account had not been corrected, and it went back into the general population, and of course, collection efforts started again.

Now, that shows you in summary our good faith efforts to respond to her initial complaints and, the evidence will show, to research it and address it, but we screwed up at the end, even though we thought we'd made the mistake, and so what happens -- the left hand thinks it's done, the right hand doesn't and continues to collect and take efforts because, according to the policies and procedures for everyone's loan, we believe you owe those funds and we start doing things like sending a modification.

By the way, modifications are the kinds of things that we as a servicer are essentially required to do if a borrower is seriously behind. It's an effort to keep them in their home by lowering their payments and stretching it out so we don't have to go through the foreclosure process. Our corporate representative will tell you the foreclosure process is not something we like to do. It's not a money-maker. It's not something that we benefit. It's something we try to avoid.

The problem is Ms. May doesn't actually owe the money. She's not actually delinquent, but our belief is she does. So we're doing the kinds of things we think we're supposed to do for someone who is delinquent. For example, we report to her credit that she's delinquent, and this carries on, and she continues to send us correspondence, and in September of 2013, we respond to her, among several other letters we did, and this is where she's complaining, saying, "I don't owe this money," and we send to her essentially the information we're looking at. We print out the payment history because when a borrower, as you will hear in the evidence about this, says, "I paid you. I don't owe this money," you go and look at the payment history, what's been paid, and we send her that information so she can see what it is we're seeing in telling her why she owes these funds, and that's why we provide her -- this is what our people are looking at, and in fact, you will see this particular letter and exhibit. On September of 2013, we list in the payment history on 3-31 the disbursement, the subtraction. It's still in her payment history, and if you go down through it and you put it together, that accounts for the funds that are being owed.

Now, it's wrong. This is a mistake. It's erroneous. The point is -- and you'll see evidence -- that Nationstar is looking at this and believing in good faith that she owed these funds, and that's why people are attempting to make collection efforts, and the process goes on.

By about August -- well, by about -- certainly, by

October, lawyers are involved. Ms. May in 2013 hires a lawyer, Mr. Healey, and he complains, and we respond, and we, by the way, send Mr. Healey a letter where we give him the exact same payment information we sent his client, and it's basically the same payment information we're looking at. What no one realizes is that that 5,162 subtraction was wrong. It had tried to have been corrected way back when and had not, and that's the perpetuation of this error.

And, of course, because she's behind and she's rightfully refusing a modification and she's telling us she doesn't owe but in our system the delinquency is growing because we think she owes this money, the procedures are you have to ensue foreclosure proceedings, and we did, and we regret that. We sent her a notice of foreclosure on January 21st, saying if she didn't make the payments we would then have to foreclose on her home. It wasn't out of meanness or spite or profit motive. It was the result of an unfortunate error, which we admit and own up to.

But her lawyers were involved. They filed suit. The foreclosure stopped. It was never reposted for foreclosure. The post of the foreclosure was for about 20 days during that time period, but no one should have to go through that because we were mistaken. Now, once the lawyers were involved, the investigation starts. Unfortunately, as you will hear, lawsuits don't speed things up. Sometimes, instead, they slow them down. But by May of 2014, through the lawsuit and the investigation, Nationstar began to do corrections.

You will see this letter, which was sent to Ms. May on May 8th, where we said, "We conducted an investigation. We have corrected the error asserted within the received correspondence, and we've verified the funds were misapplied once the bankruptcy was discharged, creating an incorrect amount due." We then say, "We've applied certain amounts of money. We've applied corporate advances. We've waived late fees that was assessed due to this error. We've also resubmitted the request to have the funds advanced to bring your account current."

Now, when she had gotten seriously delinquent, we had what's known as rejected her payments that she was making because under the procedures in place for all borrowers, if you're substantially behind and you don't make it in certified funds to bring yourself current, we reject those payments. We hold them and say, "No. You need to bring it current." It's to, in effect, keep people from making little payments that perpetuate the problem along, and these are the policies that are in place for all borrowers, not singled out for Ms. May. But shortly thereafter, we then accepted all the payments and sought to bring her account current, recognizing that this was a problem and an error that we made.

And by October of 2014, we sent her another letter based upon further investigation and said, "Once completed, the account was brought to a current status with the last sweep payments on October 9th, 2014, leaving the account due for November 1st, 2014 contractual payment in the amount of $888.27." In other words, we've brought you forward. You're only due now for the next month's payment, and it's in the lower amount of this $888. There was some minor corrections that were then later done thereafter in connection with Mr. Loll, who got involved.

Mr. Loll is the Vice President of Nationstar. He is involved and investigates and handles these various issues. He was a witness in this case because he tried to figure out what went wrong, and he's the one that helped order some of the fixes to her account to ensure it was completely corrected. He's also the person that implements and develops the procedures to ensure this problem never happens again, and he made sure the account was completely corrected, and he will tell you that as soon as this week he checks to make sure that that account is still current and that there are no issues or problems with it.

Now, we did report her credit rating because we thought she was late, and in fact, we kind of made it worse. I'll be honest with you. While the lawsuit was ongoing in May of 2014, as her counsel said, she did complain to the credit bureau and said the information was wrong. Nationstar did receive that complaint from the credit rating. We did look at it. We were still under the belief that she owed those funds, and in fact, we thought the delinquency had grown, so we reported a greater delinquency than had previously been on there. That was not the best judgment on our part. Mr. Loll will tell you we probably shouldn't have done that. We believed it was the accurate reporting, but you probably shouldn't make people's credit rating worse in a situation like this.

As a result, Nationstar now has a procedure. They don't do that anymore. They don't make your credit rating worse in a situation like this. So this particular issue has been addressed and dealt with, but we made a mistake on this. However, you will see that we then corrected her credit rating in October of 2014. This, which is Defendant's Exhibit BBBBB. Ours are letters. Theirs are numbers. We actually submitted a form, and you can see across the board. All the zeros means we took her credit and we removed all the delinquencies as of October 2014. So although we wrongfully reported her credit rating, it was in good faith. We believed it was correct. We took efforts to ensure her credit rating was corrected as of October 2014. And in fact, you'll see a fairly current version of her credit rating here, Defendant EEEEE, which shows that she's paid as agreed, and you look at the trade history for us, and it's clean as if she paid every single penny despite our error.

Now, we've taken other corrections, which you will hear, to ensure the situation that befell Ms. May doesn't happen again. As I mentioned to you, one of the problems, as Mr. Loll will tell you when he takes the witness stand, is that when we were dealing with this old request for a bulk payment issue we had our bankruptcy people at a lower level talking to the CitiFinancial bankruptcy people at a lower level, and they decided this was the right thing to do to make this debit, and then we made a human error in whose account we wrongfully debited. Mr. Loll will tell you that's not the right procedure. It shouldn't happen that way. It should be at a higher level because when we buy loans and buy the servicing we buy them through a contract. The blue line there. And it really should be handled at a different level. As a result and because of some of the things that happened in this case, Mr. Loll has implemented a procedure that this can't happen again. A situation like this in the future will require the approval of a vice president to sign off on it to make sure it's accurate, done correctly, and handled with the borrower appropriately.

Moreover, we've also put into place another procedure in light of this, which is for the cash management department. You may remember the evidence is we tried to fix Ms. May's account, show our good faith and our belief once we realized.

The bankruptcy department thought they could fix this. Unfortunately, when they did, the cash management department didn't see the right code and didn't make the credit, and there was no talking back and forth between these two to realize it. Mr. Loll has also implemented a procedure. From now on, that can't happen because it requires a vice presidential approval now to do this, and if the cash management rejects the credit, we have to send an email to the other people letting them know that they did that and why so it can be resolved, and that's an effort to ensure -- even in today's age where everyone does things by emails and by computers, problems can still happen, but we've gone out of our way to make sure that this can't happen in the future.

So these mistakes and our good faith belief that we were doing what we thought we were supposed to be doing, and we've fixed them, and we've put into place policies and procedures so it can't happen again to others. Why are we here? Because we really have a dispute about two things. But before I get into that, let me just tell you we don't have a dispute that what happened to her was wrong and unfortunate and our fault. We're going to own up to it. Mr. Loll is going to take the stand and tell you. Before that, you're going to hear a lot of our people on videotape depositions. The evidence is going to show, and they're going to be shown some of these things, and they're going to say, "I don't know" or "I couldn't do this." So you're going to see how these types of things can happen, but the evidence is going to be pretty clear that everyone thought they were doing what they were supposed to be doing, but we own up to it. We made a mistake.

However, the Plaintiff says, their lawyers say, "We don't believe you. You were acting poorly. You were acting fraudulently. You were acting maliciously. You were intentionally trying to do these things to her." No. Ladies and gentlemen of the Jury, the evidence is not going to show that, and Nationstar rejects that. We'll own up to our mistakes. We'll own up to the fact we did not fix this problem fast enough. We want to have our customers happy. We don't want to do these kinds of things. We reject the notion that we acted fraudulently or maliciously.

And, second, we have a dispute over what's the right resolution of this. We have some disputes with some of the things that Plaintiff and her lawyers claim with respect to compensation and damages, and that's why we're here.

Over the course of the next couple of days, I pledge to you on behalf of Nationstar two things. We'll get to the bottom and explain to you exactly what happened, and we'll tell you when it was our fault, and we will show you how it happened, and even though it's wrong, mistakes do happen and we make them, and second, we will show you we did our level best to fix them and to ensure they don't happen again, and that's our pledge. Thank you for your time. I look forward to putting on that evidence.

THE COURT: Thank you.

MR. TILLOTSON: Thank you, Your Honor.

THE COURT: All right. All right. Ladies and gentlemen, that concludes the opening statements. We're going to take a break for lunch until 1:00. That gives you about an hour and 15 minutes. You're again instructed not to discuss the case. Don't form or express any opinions about the case. Don't let anyone discuss the case in your presence. You know, it's raining outside, so I expect many of you are going to eat in the cafeteria downstairs, and there are going to be folks at these two tables eating down there also, I would expect. At any rate, do your best to avoid them. If you find yourself too close to a table where you can overhear folks talking about the case, move over to another table if you can. Okay. We'll see you back here at 1:00. Thank you for your attention so far.

(Court recessed for lunch from 11:42 a.m. until 1:09p.m.)

(The following proceedings were held within the hearing and presence of the Jury.)

THE COURT: Okay. Welcome back, ladies and gentlemen. Hang on just one minute. Let me . . .

Okay. I'm going to read you another instruction.

MR. TILLOTSON: Your Honor, may I just approach? I haven't had a chance to see these.

THE COURT: I'll tell you what. I'm not going to read this. You guys should have done this earlier. Let's move on.

MR. HUMPHREYS: We did, Your Honor.

THE COURT: No, you did not. Let's move on. I'm not going to read it. We waited 10 minutes for this, and it's not been checked out by both sides?

MR. HUMPHREYS: It has, Your Honor, but I understand your ruling.

THE COURT: Proceed.

MR. WALLACE: We'll call Caroline Agyeman by video depo.

THE COURT: Okay.

(Video deposition of Caroline Agyeman played.)

THE COURT: Mr. Wallace, can you stop that?

Thank you.

All right. Ladies and gentlemen, before we take a break, I'm going to read a portion of an instruction to you. Some of the electronically recorded testimony that you have seen and will be shown in the future has been either edited by agreement of the parties or by my rulings, so portions of the recordings will not be played, or as you can see, it's been edited -- part of it. That's going to be throughout the trial, and the reason is this is the lawyers did what I asked, which is to make the videotaped depositions as efficient as possible.

All right. Again, you're instructed not to discuss the case. Don't form or express any opinions about the case. Don't let anyone discuss the case in your presence. We'll bring you back in about 15 minutes for the rest of the deposition.

(Court recessed from 2:48 p.m. until 3:06 p.m.)

THE COURT: Continue playing that deposition, Mr. Wallace.

MR. WALLACE: Thank you.

(Video deposition of Caroline Agyeman played.)

THE COURT: Did that complete the deposition?

MR. WALLACE: Yes, it does, Your Honor.

THE COURT: All right. Your next witness when you're ready.

MR. WALLACE: The next witness is TaSharra Nance, an employee of Nationstar.

THE COURT: Okay. And about how long is this video?

MR. WALLACE: It's one hour and 36 minutes, Your Honor.

THE COURT: Great. Thank you.

(Video deposition of TaSharra Nance played.)

THE COURT: Does that conclude the depo?

Ladies and gentlemen, thank you for being patient, but I thought it would be efficient to get this deposition done before we left for the evening. Again, you're instructed not to discuss the case. Don't form or express any opinion about the case. Don't let anyone discuss the case in your presence. I have to repeat that each time. It's not because I don't think you're smart enough to figure it out, but the law requires me to repeat it each time -- so I apologize -- because it's such an important instruction. Don't talk to your family members tonight about the case. We don't care what their -- no offense to them, but we don't care what their opinion is. We only care what your opinion is at the end of the case. Okay. At the end of the case, you can talk all you wish about the case to whoever you want to talk to.

All right. We'll have you back. We're going to start at 9:00 tomorrow. If you all would be here quarter to 9:00, 15 minutes before 9:00, that would be helpful so we can get going on time. Thank you for your attention. Thanks for doing your job. Appreciate it.

(The following proceedings were held outside the hearing and presence of the Jury.)

THE COURT: Anything else before I go?

MR. TILLOTSON: Yes, Your Honor. I just want to raise an issue. In connection with the Court's ruling that we can't --

THE COURT: Do me a favor. One of you guys, shut that door. No. I just want to make sure that door is shut. There you go. Go ahead.

MR. TILLOTSON: In connection with the Court's ruling where we were told, "Don't open the door on uniqueness or specialness unless" --

THE COURT: Right.

MR. TILLOTSON: -- Mr. Wallace went back to our corporate rep depo and took out portions of our corporate rep's depo where he talked about the uniqueness of it, and I have no problem with that. However, sometimes, he's just excerpted out portions of the answer on uniqueness and left in the rest of it, and it's rendered it somewhat nonsensical. So I'm going to try and work with him tonight and see if I can resolve those, but I may have a couple of those tomorrow morning to raise with you if that makes sense.

THE COURT: It does.

MR. TILLOTSON: So I'll be very easy about it where it's easily taken out and it doesn't change the quality. So I may have additions.

THE COURT: Fair enough. Then I'll -- excuse me. I got all choked up over that. It was very emotional for me. Very emotional. Very good argument. No. I -- then I want you guys here at 8:30.

MR. TILLOTSON: Yes. The last thing. One quick one.

He took out a portion where our corporate rep testifies about that we're a good servicer, that we're a Five STAR servicer, that's a hard rating to get, and that we're generally seen in his mind as a good servicer. I didn't see that testimony as impacting --

THE COURT: I agree with that. I obviously don't have it in front of me, but that seems to me just bragging about your company, and that's different than saying, "We never did this before in our lives."

MR. TILLOTSON: He doesn't have to put it in his, but I may ask that in direct. I want to make sure I'm not --

THE COURT: That's fair. No, that does not violate my rule.

MR. TILLOTSON: Thank you, Your Honor. I appreciate it very much.

THE COURT: All right. You guys understand the difference?

MR. HUMPHREYS: Yes.

THE COURT: Okay. See you all tomorrow. Thanks.

(Court adjourned at 5:09 p.m.)

CERTIFICATE

I, Gayle D. Madden, Registered Diplomate Reporter and Certified Realtime Reporter, hereby certify that I am a duly appointed Official Court Reporter of the United States District Court for the Eastern District of Missouri.

I further certify that the foregoing is a true and accurate transcript of the proceedings held in the above-entitled case and that said transcript is a true and correct transcription of my stenographic notes.

I further certify that this transcript contains pages 1 through 102 inclusive.

Dated at St. Louis, Missouri, this 28th day of February, 2016.

/s/ Gayle D. Madden
GAYLE D. MADDEN, CSR, RDR, CRR
Official Court Reporter